

MAY 15 2019

## INTERLOCAL AGREEMENT TO PROVIDE A.C.T. PROGRAM

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington and South Snohomish County Fire & Rescue Regional Fire Authority to provide a A.C.T Public Education Program.

### 1. PARTIES

1.1 Public Hospital District No. 2, Snohomish County, Washington ("PHD2"), a public hospital district formed under Chapter 70.44 RCW; and

1.2 South Snohomish County Fire & Rescue Regional Fire Authority ("SCF"), a fire protection district formed under Chapter 52 RCW.

### 2. PURPOSE AND PROGRAM

2.1 The purpose of this Agreement is to enable SCF to provide the A.C.T. program for the benefit of PHD2 residents.

2.2 The A.C.T. program is a prevention program that will train individuals to respond to the three leading causes of time sensitive death. The program focuses on three responses: "A" for antidote, "C" for CPR, and "T" for tourniquet.

### 3. AUTHORITY

3.1 PHD2 is authorized under RCW 70.44.240 to "contract" with any "legal entity" to "provide any hospital or other health care facilities or other health care services to be used by individuals, districts, hospitals, or others, including providing health care maintenance services."

3.2 SCF provides fire suppression and emergency medical services. The District serves the residents in unincorporated Southwest Snohomish County, the cities of Brier, Edmonds, Lynnwood, Mountlake Terrace.

### 4. TERM AND TERMINATION

4.1 The Agreement will begin on the date of the second signature on this Agreement.

4.2 The period for providing the A.C.T. program at SCF is scheduled to begin on May 1, 2019 and will continue through April 30, 2019.

4.3 The Agreement will end when the final reporting by SCF is accepted and approved by PHD2.

### 5. OBLIGATIONS OF PHD2

CHIEF OF POLICE

REPORT OF THE CHIEF OF POLICE

During the past year, the Police Department has been successful in maintaining the peace and order of the city. The following is a summary of the activities of the Department during the year.

The total number of arrests during the year was 1,234. This represents an increase of 15% over the previous year.

The following table shows the number of arrests by category:

Category: Traffic - 450  
Category: Public Order - 300  
Category: Criminal - 200  
Category: Other - 284

The following table shows the number of arrests by month:

Month: January - 100  
Month: February - 90  
Month: March - 110  
Month: April - 120  
Month: May - 130  
Month: June - 140  
Month: July - 150  
Month: August - 160  
Month: September - 170  
Month: October - 180  
Month: November - 190  
Month: December - 204

The following table shows the number of arrests by race:

Race: White - 600  
Race: Black - 400  
Race: Hispanic - 150  
Race: Other - 84

The following table shows the number of arrests by gender:

Gender: Male - 800  
Gender: Female - 434

5.1 PHD2 will fund the A.C.T. program provided by SCF based on the following budget. Variances of more than 10% on a budget line item must be approved by PHD2 in writing.

|   | <b>Annual Budget</b> |
|---|----------------------|
| Salaries & benefits for program coordinator   | \$40,000             |
| Other program costs including training, mileage, materials maintenance, and other direct program costs to for to the Program. | \$10,000             |
| <b>Total</b>  | <b>\$50,000</b>      |

5.2 Program costs will be paid on quarterly basis to SCF with payments of twelve thousand five hundred dollars and no cents (\$12,500.00) due on May 15, 2019; August 15, 2019; November 15, 2019; and February 15, 2020.

5.3 Continuing payments by PHD2 are contingent, however, on the ability of SCF to continue to meet its obligations under this Agreement. PHD2 reserves the right to suspend or terminate these payments at any time for performance or other reasons solely at the discretion of PHD2.

## 6. OBLIGATIONS OF SCF

6.1 SCF will establish a A.C.T. Program covering South Snohomish County and deliver an education program focuses on three skills and emergency responses: "A" for antidote and covering opiate overdose response, "C" for CPR, and "T" for tourniquet to stop major bleeding episodes.

6.2 SCF will staff and deliver the A.C.T. program to people that live and work in South Snohomish County. Example participants in the training may include, but are not limited to Edmonds School District employees, senior populations, young people, and/or other residents of PHD2.

6.3 SCF will use its best efforts to provide the A.C.T. Program outlined in section 6.1 to at least 6,000 individuals during the program year.

6.4 Using templates provided by PHD2, SCF will track and report program results and outcomes to include the number of individuals trained through the program, improvements in knowledge of skills as a result of the training, and progress in establishing a train-the-trainer model of instruction.

| <b>Date due to PHD2</b> | <b>Type of report</b> |
|-------------------------|-----------------------|
| July 15, 2020           | Annual Grant report   |

6.5 SCF will maintain records of receipts and expenditures and make its books available to PHD2 at any time during regular business hours.

6.6 SCF will use the funds provided by PHD2 only for the Program and will return any portion of the payments that are not used for the A.C.T. program on or before delivery of the final annual report due July 15, 2020.

6.7 SCF recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. SCF will provide PHD2 with any accessible information that PHD2 is requested to provide to the Washington State Auditor or otherwise required to provide to the State of Washington or to the Federal Government or pursuant to the Washington Public Records Act.

6.8 SCF will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act ("HIPAA").

6.9 During the term of this Agreement, SCF will give every consideration to suggestions by PHD2 for modifications to the A.C.T. program to obtain more favorable health outcomes of the participants.

6.10 SCF will give credit (logo or language) to PHD2 in its publicity vehicles about this program, including, but not limited to, press releases, annual reports, newsletters, websites, brochures and fliers. Credit should also be given in newspaper interviews about the program. Electronic communications/websites should also include a link to PHD2's website. The use of PHD2's logo, when appropriate, is encouraged. PHD2 can provide black-and-white or color versions in digital format.

## **7. MISCELLANEOUS PROVISIONS**

7.1 Relationship of the Parties. The relationship created between PHD2 and SCF in this Agreement is strictly that of independent contractors. The Agreement creates no partnership or joint venture between the parties, nor may any officer or employee of one party be considered to be an employee or agent of the other. Further, the Agreement provides no rights to any third parties and may not be relied on by any other person or entity.

7.2 Applicable Law. The Agreement is entered under the laws of the State of Washington. Any litigation arising from this Agreement must be filed in Snohomish County Superior Court.

7.3 Liability and Insurance. SCF will indemnify, defend and hold PHD2 harmless from any claims, lawsuits or other actions, and judgments arising in any way from the A.C.T. program provided under this Agreement. SCF will maintain a liability insurance policy of at least \$1,000,000 per occurrence during the term of the Agreement.

7.4 Entire Agreement; Amendments. This Agreement is complete and integrates all understandings between the parties. No amendment or other change to the Agreement will be binding on either party unless agreed to in writing and signed by each party.

7.5 Severability. If a court of competent jurisdiction rules any part of this Agreement to be invalid, the remainder of the Agreement will still be in full force and effect.

7.6 Force Majeure. Neither party will be in default or liable for failure to perform its obligations under this Agreement if that failure is due to causes beyond its reasonable control including, but not limited to, acts of God, acts of terrorism, fires, floods, windstorms earthquakes, labor disputes or governmental acts.

7.7 Notices and Reporting. Any notice or reporting required or otherwise given under this Agreement will be considered delivered or given when actually delivered or 48 hours after being deposited in the U.S. Mail as certified mail addressed to the following:

To PHD2:

Robin Fenn, Superintendent  
Public Hospital District No. 2, Snohomish County  
4710 196<sup>th</sup> Street SW  
Lynnwood, WA 98036

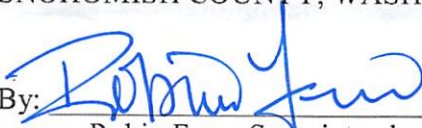
To SCF:

Shaughn Maxwell  
South Snohomish County Fire & Rescue  
12425 Meridian Ave  
Everett, WA 98290

7.8 Assignment. This Agreement may not be assigned without the written consent of the other party. Each party may consent to or decline a request for assignment by the other party at the sole discretion of the party from which consent is requested.


AGREED TO:

PUBLIC HOSPITAL DISTRICT NO. 2  
SNOHOMISH COUNTY, WASHINGTON

By:   
Robin Fenn, Superintendent

Date: 5.10.19

SOUTH SNOHOMISH COUNTY FIRE & RESCUE

By: 

Date: 4-25-19

Name: SHAUGHN MAXWELL

Title: DEPUTY CHIEF