

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN JUAN FIRE PROTECTION DISTRICT NO. 3 AND PUBLIC HOSPITAL DISTRICT NO. 1
REGARDING INTEGRATION OF FIRE AND EMERGENCY MEDICAL SERVICES FOR
SAN JUAN ISLAND**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between **SAN JUAN COUNTY FIRE PROTECTION DISTRICT NO. 3**, a Washington municipal corporation (the “Fire District”) and the **SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 1**, (the “Hospital District”) (collectively referred to herein as the “Parties”).

WHEREAS, the Parties began discussing the issue of integrating Fire Rescue and Emergency Medical Services as early as 2018 and jointly approved the formation of a Citizen Advisory Group (CAG);

WHEREAS, a Citizen Advisory Group (CAG) recommended, on April 1, 2019, that the two governmental agencies integrate Basic and Advanced Life Support services – First Response and Transport medical services into one organization (the Fire District) with a single leadership structure, to afford opportunity for improved efficiency, potential cost savings, and improved levels of service;

WHEREAS, a Citizen Advisory Group (CAG) made a list of recommendations to be used as a foundation for the integration process, many of which have been completed;

WHEREAS, this recommendation for a consolidated Fire and EMS service by a single agency has the support of the Parties’ elected officials as being in the best interests of the citizens served by the two Parties;

WHEREAS, in March, 2021, the Parties agreed to a roadmap for integration with a final decision to be made before submitting a ballot measure to the public in the November 2021 general election;

WHEREAS, the deadline to submit a measure for the November 2021 general election is August 3;

WHEREAS, in their respective July 2021 Regular Board Meetings, the parties reviewed the implementation plan, which included the basics laid out in the March roadmap: a year one budget, wages and benefits for employees, organization chart, and the levy rate and proposal;

WHEREAS, Covid-19 has proven a substantial strain on emergency services, staff and volunteers; integrating the two systems into one agency maximizes the ability to provide emergency services;

WHEREAS, it is the belief of both Districts that the integration of EMS and Fire services on San Juan Island will be of substantial benefit to the public, staff, and volunteers; and

WHEREAS, in order to accomplish the foregoing integration, the voters within the Fire District will need to approve a ballot measure for an Emergency Medical Services Levy (EMS Levy) under RCW 84.52.069.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Hospital District and Fire District hereto agree as follows:

1. **Purpose.** The purpose of this MOU is to set forth the expectations and responsibilities of each Party in furthering the goal of integrating EMS services into the Fire District. This MOU is an expression of the Parties' desire to work cooperatively together to achieve integration of Fire and EMS into a single agency in order to eliminate duplication and redundancy, to increase efficiency, and to provide high quality services to the residents of the Fire District and Hospital District.

2. **Fire District EMS Levy.** The Fire District intends to submit a ballot measure to the voters of the Fire District to approve an EMS Levy at the rate of at least \$0.45 per thousand of assessed valuation at the November 2, 2021 general election, to be effective January 1, 2023. If the measure fails, the Fire District intends to submit a new ballot measure on the same subject in the February 2022 general election. The measure, or measures, submitted to the voters in this section will provide for the EMS levy, if approved, to commence in 2022 for collection in 2023.

2.1 While PDC guidance prohibits the Hospital and Fire Districts from spending public funds to support the foregoing ballot measure, both Districts intend to bring to the Boards a resolution expressing collective support of the EMS levy in compliance with RCW 42.17A.555(1).

3. **Hospital District EMS Levy.** If the Fire District EMS Levy is approved, the Hospital District intends not to seek voter approval to renew its EMS Levy which expires at the end of 2022.

4. **Department of Health Certification.** The Fire District will seek licensing for BLS and ALS aid and transport with the Washington State Department of Health after the Fire District's EMS Levy is approved.

5. **Transition of BLS and ALS to Fire District.** If the Fire District EMS Levy measure is approved, then effective January 1, 2023, the Fire District will assume full responsibility for providing medical Transport and ALS coverage to all residents of the Hospital District, and the Hospital District will cease providing such services.

6. **Interlocal Agreement.** Within sixty (60) days of execution of this Agreement, the Parties agree to enter into negotiations for an Interlocal Agreement ("Transitional Agreement") to address transitional issues, including without limitation the following:

6.1 The Fire District's operation of San Juan Island EMS on behalf of the Hospital District in part or all of calendar year 2022 in order to facilitate a smooth transition of BLS and ALS to the Fire District effective January 1, 2023.

6.2 Compensation to the Fire District for the services provided to the Hospital District in 2022.

6.3 The Hospital District's sale of EMS related assets to the Fire District. The specific assets to be sold and terms of sale should be addressed in the Transitional Agreement.

6.4 Transition of San Juan Island EMS employees and volunteers to the Fire District.

7. **Term of MOU.**

7.1 This MOU will commence on the Effective Date and shall terminate on the earlier of the following: (i) December 31, 2023, or (ii) certification by the San Juan County Auditor that the second Fire District EMS Levy measure has failed.

8. **Independent Governments.** The Hospital District and Fire District recognize and agree that the Hospital District and Fire District are independent governments. Nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Fire District shall have the sole discretion and the obligation to determine the exact method by which the services are provided within the Fire District unless otherwise stipulated within this MOU.

9. **Miscellaneous Provisions**

9.1 Notice Procedures. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail, sent by registered or certified mail, return receipt requested and postage prepaid to:

Fire District Secretary at:
San Juan County Fire Protection
District No. 3
1011 Mullis St
Friday Harbor, WA 98250

Hospital District Superintendent at:
San Juan County Public Hospital
District No. 1
P.O. Box 370, 1079 Spring Street
Friday Harbor, WA 98250

Or, to such other address as the Parties may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

9.2 Amendment. This MOU may be amended only by written instrument executed by the Hospital District and Fire District subsequent to the date hereof.

9.4 Non-Waiver and Severability. The failure of either party to insist upon strict performance of any provision of this MOU shall not impact that party's right to insist upon strict performance at a later time. Should any court of competent jurisdiction find that a provision of this MOU is unenforceable in whole or in part, that shall not impact the remaining provisions of the MOU and the unenforceable provision shall be deemed severable.

9.5 Counterparts. This MOU may be executed in counterparts, i.e., at separate times and in separate places and shall become effective upon the last-dated signature below. Copies of this MOU shall be deemed as valid as any original.

Dated this _____ day of _____, 2021

**SAN JUAN COUNTY FIRE PROTECTION
DISTRICT NO. 3**

Bob Jarman, Chair

Albert Olson, Vice Chair

Frank Cardinale, Commissioner

**SAN JUAN COUNTY PUBLIC HOSPITAL
DISTRICT NO. 1**

Anna Lisa Lindstrum, Chair

Kyle Loring, Vice Chair

Everett Clary, Commissioner

Trish Lehman, Commissioner

Gail Leschine-Seitz, Commissioner

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