

INTERLOCAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES AGREEMENT
REGARDING 2019-2022 SERVICES

(1) Parties. The Parties to this Agreement (the "Agreement") are the City of Arlington, State of Washington ("Arlington"), a municipal corporation, and Snohomish County Fire Protection District No. 21, a Washington municipal corporation, hereinafter referred to as the "District."

(2) Purpose. Arlington maintains and operates emergency medical services (EMS) vehicles in accordance with Chapters 18.71 and 18.73 RCW and Chapter 246-976 WAC. Said vehicles are staffed by emergency medical technicians, paramedics, and other personnel by law. The purpose of this Agreement is to establish the terms under which Arlington will provide the services of emergency medical technicians and other personnel within the boundaries of the District.

(3) Term. The term of this agreement shall be for three years, commencing January 1, 2019, and terminating on December 31, 2022; provided, however, that any party to this agreement may terminate its participation in this agreement by giving written notice of such termination to the other Party to this agreement, said termination to be effective eighteen (18) months after the giving of such notice, unless mutually agreed upon.

(4) Duties of Arlington. During the term of this Agreement, Arlington shall furnish Emergency Medical Services to all persons within the geographical boundaries of the District ("Services"). The emergency medical services shall be rendered on the same basis as such services are rendered to persons within the city limits of Arlington, but Arlington assumes no liability for failure to provide such services by reason of any circumstances beyond its control.

(5) Arlington to Comply with Statutes. It shall be the duty of Arlington during the Agreement to provide vehicles and personnel conforming to the statutory and regulatory requirements of Chapter 18.71 and 18.73 RCW and Chapter 246-976 WAC.

(6) State Certification Required. In the event for any reason Arlington shall lose its required state certification of its medical services vehicles and personnel and therefore become unable to perform the services required of it under this Agreement, it shall immediately notify the District. During the period of such discontinuance of service, the annual payment to be made by the District under Paragraph 15, below, shall be reduced by 1/365th for each day or portion thereof that Arlington is unable to perform such services.

(7) Arlington as Administrator. Arlington shall provide the administration necessary to supervise the services provided under this agreement.

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(8) Assignment of Personnel and Equipment. Arlington shall be responsible for the supervision, employment, termination, assignment and stationing of all personnel and equipment required to perform the Services Arlington and District recognize and agree that overall incident command at emergency fire scenes outside of the City limits will be controlled by the highest ranking officer at the emergency scene. Arlington and District recognize and agree that at EMS incident command at emergency medical services scenes will be controlled by the highest-ranking officer at the emergency scene.

(9) Payment for Services. Payment for 2019 through 2021 EMS services to include ALS Services throughout the entire district and BLS services in the south side of the district (AQ-W Grids) will be established using the model financial formula first established for the city in 2015 by the FCS Group (“City of Arlington Cost of Service and Ambulance Utility Rate Study”, March 3, 2016, hereafter “the FCS study”), which is incorporated herein by this reference. This model looks at the overall demand and availability by a contract agency of the city’s Emergency Medical Services.

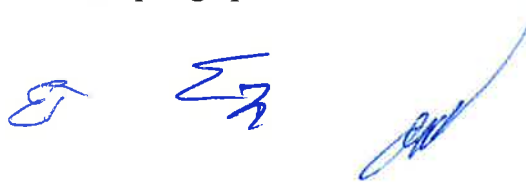
The formula will use the previous full-year CAD data from Sno. Co. 911 (i.e. for 2019 rates 2017 call volume was used). For 2019 EMS services District 21’s fee is estimated to be \$290,000.00. An annual audit will be completed by 8/31 of the following year to establish if the above estimated amount was above or below what is due. The correction will be billed or credited in the second half payment of that year. This model will be used for each year of the contract.

Semi-annual invoices will be billed in April and October of each year with payments due by May 31st and November 30th.

The FCS study will be updated externally every five years by the FCS Group and the costs will be shared equitably by all partner agencies. The next update will be in 2020.

(10) Liability. Each of the Parties to this Agreement shall, at all times, be solely responsible for the acts or failure to act of its personnel only, and shall save and hold the other Parties and their personnel harmless from all costs, expenses, losses, and damages, including costs of defense, incurred as a result of any acts or omissions or the Party's personnel relating to the performance of this Agreement.

(11) Insurance. Arlington shall provide insurance coverage for operations conducted under this Agreement. This agreement shall include all risk property insurance, insuring Arlington's equipment and building required for the provision of services under this Agreement; general liability insurance, including errors and omissions coverage, with policy limit of \$5,000,000.00; complete auto insurance, including comprehensive and collision coverage; and liability coverage with policy limits of \$5,000,000.00. Participation in a self-insurance pool with equivalent coverages shall satisfy the requirement of this paragraph.



(12) Modification. This Agreement represents the entire agreement between the Parties. No attempted waiver of any of the provisions of this Agreement shall be binding on any Party unless executed in writing by an authorized representative of said Party. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties, and shall only be modified by written agreement of all Parties.

(13) Benefits. This Agreement is entered into for the benefit of the Parties hereto only and shall confer no benefits, direct or implied, on any third persons.

(14) Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing, and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the receiving Party at the address as stated below or at such address as any Party may designate at any time in writing.

(15) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original. Executed counterparts shall be kept on file in the Arlington City Clerk's office. A signed document shall be recorded with the county auditor and/or posted on the Arlington web site as required by RCW 39.34.040.

DATED this 29 day of January 2019.


CITY OF ARLINGTON

Barbara Tolbert


Barbara Tolbert, Mayor
Address for notice purposes:
238 N. Olympic Avenue
Arlington, WA. 98223

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[Handwritten initials]

ATTEST:


Erin Keator, City Clerk

APPROVED AS TO FORM:


Steven J. Peiffle, City Attorney


SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT NO.21

By: 
Eric Nordstrom, Commissioner

By: 
Dave Safford, Commissioner

By: 
Ed Taft, Commissioner

APPROVED AS TO FORM:


Attorney for District 21

ATTEST:


District Secretary