

INTERLOCAL AGREEMENT FOR
EMERGENCY MEDICAL AND FIRE SERVICES AND SETTLEMENT
AGREEMENT REGARDING 2015-2017 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 (1) establish the terms under which Arlington will provide the services of emergency medical technicians and other personnel within the boundaries of the District, (2) to establish the terms for Arlington's relinquishment of its BLS license within District 21 and (3) to resolve a disagreement regarding the District's payment for 2015 services.

(3) Term. The term of this agreement shall be for two years, commencing January 1, 2016, and terminating on December 31, 2017.

(4) ALS Duties of Arlington. During the term of this Agreement, Arlington shall furnish advanced life support 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 subject to its duties to report to the District as set forth below.

(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 2016 and 2017 ALS Services. District shall transfer to Arlington for the ALS services to be provided by Arlington in 2016 and 2017 a sum equal to sixty-five percent (65.0%) of all EMS tax levy receipts received by District. Payment shall be by monetary payments by said District on June 15 and December 15 of each year, with the first semi-annual payment for 2016 to occur within thirty (30) days after ratification of this agreement by both parties.

(10) Payment for 2016 and 2017 BLS services. District shall transfer to Arlington for the BLS services to be provided by Arlington in 2016 and 2017 a sum equal to fifteen percent (15.0%) of all EMS tax levy receipts received by District. Payment shall be by monetary payments by said District on June 15 and December 15 of each year, with the first semi-annual payment for 2016 to occur within thirty (30) days after ratification of this agreement by both parties.

(11) Payment for 2016 and 2017 Fire Services. Arlington shall respond to fire calls within District 21 in 2016 and 2017 and the District shall respond to fire calls within Arlington in 2016 and 2017 on a "Mutual Aid" basis without the payment for fire services. If at any time Arlington or the District believes that it is providing a disproportionate amount of fire service to the other party, it shall so notify the other party and if the parties are unable to reach agreement, the party receiving the disproportionate amount of services shall pay to the other party for fire calls rendered after the date of notice the sum of three hundred fifty dollars (\$350.00) per fire call, within thirty (30) days of said call.

(12) 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.

(13) 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.

(14) Resolution of Disagreement Regarding Payment for 2015 ALS and Fire Services. As further consideration for this agreement, the parties agree to resolve all disputes regarding EMS and fire services provided during 2015 by Arlington to District pursuant to this paragraph 14.

(a) The District agrees to and has paid to Arlington the total sum of \$282,332.23 for 2015 ALS services and \$8,400.00 for 2015 fire services, for a total of \$290,732.23, which payment shall be payment in full of all sums owing and in full settlement of all claims by and between each of the parties against the other relating to the provision by Arlington of EMS and fire services to the District during 2015.

(b) The District and Arlington, each on behalf of themselves, their officers, elected officials, successors and assigns agree to release any and all claims, actions or causes of actions, and waive their rights to the same, arising out of or relating to the provision of EMS and fire services by Arlington to District in 2015. Except for enforcement of this Agreement, and as otherwise provided in this Agreement, all legal and equitable issues between and among the parties relating to EMS and fire services by Arlington to District which were raised or which could have been raised by and between the parties are deemed fully and finally resolved.

(15) Relinquishment of BLS license by Arlington. As further consideration for this agreement, Arlington agrees to take all steps reasonably necessary to relinquish Arlington's basic life support (BLS) license for trauma response within District 21 as of the end of this agreement on December 31, 2017, and shall not oppose District 21's effort to secure a BLS license from the Department of Health to provide trauma verified BLS services in District 21. The parties agree that during 2016 and 2017, the City of Arlington shall be primary responders to BLS incidents occurring within District 21, and District 21 shall be backup responders to BLS incidents occurring within District 21, in exchange for the payment described in paragraph (10) above. An additional condition of this relinquishment shall be an understanding that the parties will work with SNOPAC to ensure that District 21's closest available unit or units other than City units shall be primary responders to BLS incidents occurring within District 21 commencing on January 1, 2018, except as otherwise agreed in writing between the parties. Neither party shall request changes to run cards or dispatch priority without advance written notice to the other party.

(16) Reopener if License Denied. In the event the Department of Health denies a license to District 21 for provision of trauma verified BLS, then, in the event District 21 continues to receive BLS services from Arlington, District 21 shall pay to Arlington the fair cost of providing said service. Pending either agreement or a determination of the fair cost of providing said service, District 21 shall continue to pay to Arlington effective January 1, 2018 a sum as calculated and at the times pursuant to paragraph (10), above, for the continued provision of BLS services in addition to the sums paid under paragraph 9 for ALS services, except to the extent otherwise agreed in writing; *provided, however*, that this provision shall not constitute an acknowledgement by Arlington or District 21 that said sum represents fair compensation for the cost of providing said BLS services. The parties agree to negotiate in good faith any disagreement regarding the determination of the fair cost of providing said BLS service and any changes to such payments and agree that if necessary the dispute shall be submitted to mediation followed by binding arbitration with a mediator to be agreed between the parties or, in the absence of agreement, to be appointed by the Superior Court.

(17) 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.

(18) 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.

(19) 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.

(20) 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 19th day of September, 2016.


CITY OF ARLINGTON


Barbara Tolbert, Mayor

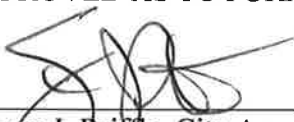
Address for notice purposes:

238 N. Olympic Avenue
Arlington, WA. 98223

ATTEST:

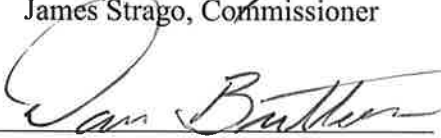

Kristin Banfield, City Clerk

APPROVED AS TO FORM:


Steven J. Peiffle, City Attorney

SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT NO.21

By: 
James Strago, Commissioner

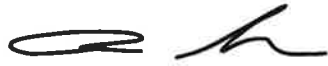
By: 
Dan Britton, Commissioner

By: 
Eric Nordstrom, Commissioner

Address for notice purposes:


12131 228th St. NE
P.O. Box 275
Arlington, WA 98223

APPROVED AS TO FORM:



Brian K. Snure, Attorney for District 21

ATTEST:


Wendy Britton, District Secretary