

INTERLOCAL AGREEMENT FOR  
ADVANCED LIFE SUPPORT EMERGENCY MEDICAL SERVICES

- (1) Parties. The Parties to this Agreement (the "Agreement") are the City of Arlington, State of Washington ("Arlington"), a municipal corporation, and Snohomish/Skagit County Fire Protection District No. 24, a Washington municipal corporation, hereinafter referred to as the "District."
- (2) Purpose. Arlington maintains and operates Advanced Life Support (ALS) emergency medical services (EMS) in accordance with Chapters 18.71 and 18.73 RCW and Chapter 246-976 WAC. Said vehicles are staffed by emergency medical technician paramedics and other personnel by law. The purpose of this Agreement is to provide the services of ALS EMS and other personnel as needed by the persons within the boundaries of the District where Arlington's units are the closest in proximity to the call for service.
- (3) Term. The term of this agreement shall be for one year, commencing January 1, 2019, and terminating on December 31, 2019; 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 two (2) months after the giving of such notice, unless mutually agreed upon, in which case the agreement may be terminated at any time.
- (4) Duties of Arlington. During the term of this Agreement, Arlington shall furnish ALS emergency medical services, including equipment and advance life support services, to the District. 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, Chapter 246-976 WAC and Snohomish County EMS protocols.
- (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 1/365<sup>th</sup> 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 ALS services provided under this Agreement.
- (8) Assignment of Personnel and Equipment. Arlington shall be responsible for the supervision, employment, termination, assignment and stationing of all Arlington personnel and equipment performing under this Agreement.

(9) Payment for Services. Payment for 2019 ALS services will be 75% of District's collected 2019 Emergency Medical Services levy. Should the agreement terminate prior to the term duration, the District will compensate Arlington the prorated rate for the respective year by 1/365<sup>th</sup> for each day into that year.

District will develop response procedures and fire response plans (FRL/Run cards) to ensure the most appropriate and efficient response in their jurisdictional boundaries, to include utilizing proximity-based dispatch to recommend the closest appropriate unit, regardless of agency affiliation.

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

(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 that occur or arise out of the performance of this agreement 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 notice of termination or 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 as well as the administrative offices of the District. 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.

(16) District as Subcontractor for Transport Services. District will act as a subcontractor to Arlington to transport ALS patients to meet Arlington while enroute when appropriate. The District consents to Arlington billing patients for such transport service and retain the revenue as additional consideration for this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF ARLINGTON

SNOHOMISH/SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 24

  
Barbara Tolbert, Mayor

  
Chair, District Board of Commissioners

ATTEST:

ATTEST:

  
Erin Keator, City Clerk

  
District Secretary

APPROVED AS TO FORM:

ATTEST:

  
Steve Peiffle, City Attorney

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District Attorney

Dated: 5/23, 2019

Dated: 6/10, 2019

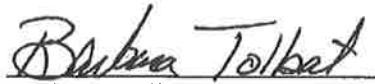
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