

INTERLOCAL AGREEMENT FOR  
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 County Fire Protection District No. 24, 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 and other Personnel by law. The purpose of this Agreement is to provide the services of emergency medical technicians and other personnel as needed by the persons within the boundaries of the District.

(3) Term. The term of this agreement shall be for sixty-eight months, commencing September 1, 2012, and terminating on December 31, 2017; 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.

(4) EMS Duties of Arlington. During the term of this Agreement, Arlington shall furnish emergency medical services, including ambulance, basic life support services, and advance life support services, to all persons within the geographical boundaries of 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 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  $1/365^{\text{th}}$  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, subject to its duties to report to the District and Advisory Board 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 performing under this Agreement. Arlington shall consult with the Advisory Board so that an appropriate level of service is provided within the geographical boundaries of the District.

(9) Advisory Board. The operations necessary to carry out the purpose of this

Agreement shall be subject to periodic review by representatives of the District and representatives of other Snohomish County Fire Protection Districts and municipalities contracting with Arlington for emergency medical services, acting as an Advisory Board. Each of the eligible District parties shall appoint one member and one alternate member to the Advisory Board. The Advisory Board shall have the authority and powers granted it by this agreement and such additional authority and power as may from time to time be conferred on it by written agreement of all Parties.

(10) Advisory Board-Meetings. The Advisory Board shall meet regularly at such times and locations as may be set by the Board and shall follow such rules for the conduct of its meetings as may be established by the Board. All actions of the Board shall require the affirmative vote of a majority of the members of the Board.

(11) Advisory Board Authority. The Advisory Board shall have no authority to modify or revise the terms of this Agreement.

(12) Advisory Board-Review and Evaluation. The Advisory Board shall, from time to time, periodically review and evaluate the services which are provided pursuant to this Agreement. It may recommend rules and regulations to govern the provision of services under this Agreement, and may recommend revisions to this Agreement to the Parties hereto. The advisory Board shall also investigate and make recommendation to the Arlington City Council regarding issues of additional geographical areas of proposed service and cost of service for non-membership.

(13) Budget Process. Arlington shall adopt an operating budget for the

provision of services under this Agreement. Said budget shall be prepared in accordance with the Budgeting, Accounting and Reporting System (BARS) established by the Washington State Auditor's Office, establishing the income and expense requirements and capital expenditures required to provide the services required by this Agreement. Arlington shall provide the proposed budget to the Advisory Board and District each year sufficiently in advance of Arlington's budget hearings in order to enable the District to consider the budget and testify concerning the budget at the time the same is considered by Arlington.

(14) Special Fund. Arlington shall create a special operating fund which shall be used for the payment of operating expenses related to services required under this Agreement. Arlington shall be responsible for the proper management and accounting of said funds in accordance with state law and this agreement.

(15) Payment for Services. Effective September 1, 2012, the District shall transfer all but 30% of the EMS tax levy receipts to Arlington for the services provided by Arlington to the District. Effective September 1, 2012 through December 31, 2013, the District shall keep 30% of the EMS tax levy receipts not to exceed \$30,000.00 and are to be used to provide BLS services to the community. Payment shall be by monetary payments by said District on June 15 and December 15 of each year.

(16) 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.

(17) 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. Arlington shall furnish upon request of any Party documentation showing that said coverage is in effect.

(18) Reports. Arlington shall provide the District with a report not less than quarterly indicating the number, nature, and time of responses by Arlington, together with such other reports as may be necessary to advise the Advisory Board of operational issues. Upon request Arlington shall provide a representative to attend Fire District Commissioner or Town Council meetings.

(19) 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.

(20) 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.

(21) 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.

(22) 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.

DATED this 18<sup>th</sup> day of September, 2012.

CITY OF ARLINGTON

  
Barbara Tolbert, Mayor


ATTEST:

Address for notice purposes:

238 N. Olympic Avenue  
Arlington, WA. 98223

  
Kristin Banfield, City Clerk

SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT NO.24

By:   
Dennis Vincent, Commissioner

By:   
Owen Couch, Commissioner

By:   
Dale Coggins, Commissioner

By:   
Dale Hamlin, Commissioner

By: \_\_\_\_\_  
Rich Dahl, Commissioner

Address for notice purposes:

P.O. Box 1238  
Darrington, WA 98241