

**INTERLOCIAL AGREEMENT  
FOR  
EMERGENCY MEDICAL AND/OR ADVANCED LIFE SUPPORT SERVICES  
AND  
BATTALION CHIEF SERVICES**

THIS AGREEMENT is made and entered into by and between SNOHOMISH COUNTY FIRE DISTRICT NO. 15, a municipal corporation, hereinafter referred to as "District 15," and the MARYSVILLE FIRE DISTRICT, a Regional Fire Authority hereinafter referred to as "MFD."

**I. RECITALS**

**WHEREAS**, MFD maintains and operates emergency medical service vehicles in accordance with Chapters 18.71 and 18.73 RCW and Chapter 246-976 WAC, which are staffed by emergency medical technicians and advanced life support personnel as required by law (the "EMS Services").

**WHEREAS**, MFD is staffed with battalion chiefs capable of providing on-scene command and control services and other battalion chief services (the "Battalion Chief Services").

**WHEREAS**, prior to the formation of MFD as a Regional Fire Authority District 15 and the combined departments of City of Marysville and Snohomish County Fire Protection District #12, also known as "Marysville Fire District" (the "Parties" or a "Party") were parties to an Agreement for Emergency Medical and / or Advanced Life Support Services dated October 18, 2017 which shall be superseded by this Agreement.

**WHEREAS**, District 15 is in continued need for the EMS Services and Battalion Chief Services, which subject to the conditions and limitations set forth herein MFD has the ability to supply to District 15.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**II. TERMS**

1. **PURPOSE**. This Agreement shall provide the terms and conditions under which MFD shall provide the EMS Services and Battalion Chief Services to District 15. It is understood and agreed that the Parties to this Agreement will operate pursuant to written policies and procedures relating to the day-to-day operations of the emergency medical services program of MFD. In the event there is any conflict between this Agreement and the written policies and procedures, this Agreement shall control.

2. **TERM**. This Agreement shall be effective on the date set forth below and shall continue in force for one (1) year unless sooner terminated as provided herein.

2.1 **Automatic Renewal**. This Agreement shall automatically be renewed for successive one-year periods; provided, neither Party has given the other 60 days' advance written notice of non-renewal.

**2.2 Termination.** This agreement may be terminated (1) without cause prior to the Termination Date upon 120 days' advance written notice by either Party to the other, or (2) for cause based on a material breach of this Agreement upon 15 days' advance written notice to the breaching party and failure of such party to cure within such time. Upon termination, MFD shall be relieved from any further obligation to provide services hereunder, and District 15 shall be liable only for payment attributable to the services rendered prior to the effective date of termination.

**3. EMS SERVICES.** MFD shall furnish emergency medical advanced life support services (the "EMS Services") as requested to all persons within the geographical boundaries of District 15. Subject to 3.1 below, EMS services shall be rendered on the same basis as such services are rendered to persons within the geographical boundaries of MFD.

**3.1 EMERGENCY REQUESTS.** In the event of concurrent emergency calls, whether within or outside of District 15, or in the event other such conditions exist that in the opinion of the MFD command staff, would result in the facilities and personnel of the MFD taxed beyond its ability to render equal emergency services, the officers and agents of the MFD shall have discretion as to the most expeditious manner of handling and responding to such calls, including the denial of said service provisioning to District 15. This Agreement shall not prevent District 15 from contracting with other agencies who are capable of providing the EMS Services by mutual aid or otherwise. Requests for services shall be made by District 15 by means of, but not limited to; direct requests by District 15 personnel, requests by other emergency personnel operating on behalf of or as agents for District 15 (responding contracted or mutual aid agencies, etc.), or assigned by or through dispatch protocol.

**3.2 Vehicles and Personnel.** MFD shall provide all equipment and personnel necessary meeting the statutory and regulatory requirements set forth in Chapters 18.71 and 18.73 RCW and Chapter 246-976 WAC for the provisioning of the EMS Services.

**3.3 Ride-Alongs.** District 15 personnel shall, for the purposes of training and experience, be allowed to ride on the MFD ALS units, subject to the sole discretion of MFD, and subject to such reasonable conditions as MFD shall determine. Said conditions may include, but not be limited to, the signature by each rider of a hold harmless and indemnification form to be provided by MFD.

**3.4 Medical Records.** MFD shall maintain copies of all patient records where the MFD provided treatment and/or transport. Copies of such patient records may be provided to District 15 to the extent permitted by Washington's Uniform Health Care Information Act, Chapter 70.02 RCW, and the Health Insurance Portability and Accountability Act of 1996.

**4. BATTALION CHIEF SERVICES.** MFD shall furnish on-scene command and control services, and other battalion chief services, (the "Battalion Chief Services") as requested by District 15 and as agreed to by MFD within the geographical boundaries of District 15 and within such other areas as District 15 has agreed to provide mutual aid. In addition to command and control services, by mutual agreement on a case by case basis, Battalion Chief Services could include, without limitation, training, special events, meetings, and post incident analysis.

**4.1 Not an Employee.** Nothing in this Agreement shall be interpreted as District 15 becoming the employer of MFD employees, or vice versa. District 15 shall not assume any liability for the direct payment of any salary, wages, or other compensation of any type to any of MFD's personnel performing services hereunder. No agent, employee, or other representative

of the Parties shall be deemed to be an employee of the other Party for any reason. District 15 and MFD shall, at all times, be solely responsible for the acts or the failure to act of their own personnel that occur or arise in any way out of the performance of this Agreement.

**4.2 Command Protocol.** The parties shall develop written command protocols for instances where MFD furnishes Battalion Services for on-scene command and control incidents.

**5. PAYMENT FOR SERVICES.** District 15 agrees to pay MFD for the EMS Services and Battalion Chief Services provided under this Agreement on the following basis:

**5.1 EMS Services.** EMS Services shall be paid as provided in **Exhibit A**. MFD may change its charge for EMS Services; provided, however, it must provide District 15 with ninety (90) days' written notice of any changes in the transport fee or the schedule of fees set forth herein.

**5.2 Battalion Chief Services.** Battalion Chief Services shall be paid at a rate of \$154.50 per hour until December 31, 2020, \$159.13 per hour from January 1, 2021 until December 31, 2021, and thereafter adjusted equal to the Consumer Price Index (Seattle-Tacoma-Bellevue) for September of that year. Time shall be calculated from the time of dispatch of MFD Battalion Chief Services to the time of return to duty to MFD. If the Battalion Chief is off-duty, or if Battalion Chief backfill is deemed necessary, the rate per hour shall include the additional cost to MFD in overtime above the employee's normal hourly rate.

**5.3 Payment.** MFD shall provide District 15 with an invoice on a quarterly basis for the EMS Services and Battalion Chief Services. Said invoice shall be payable within thirty (30) days of receipt by District 15. EMS services provided by MFD directly to patients, including but not limited to ambulance transportation will be billed directly to the patient and shall be exclusive of payments provided by District 15. All revenues for services provided by MFD to patients shall belong to MFD. MFD shall not bill patients for services to patients provided by District 15.

**6. REPORTS.** Upon request by District 15, MFD agrees to provide District 15 with a copy of all records and reports indicating the number and nature of responses by the MFD within District 15 that occur during the term of this Agreement, on not less than a quarterly basis.

**7. ADMINISTRATION OF AGREEMENT.** This Agreement shall be implemented and administered by the fire chief from MFD and the fire chief from District 15, or their designees, who shall meet and confer as needed on any matters of mutual concern which involve this Agreement. Upon request by District 15, MFD shall periodically provide scheduled sessions with District 15 Commissioners, Chief or designee(s) to review and evaluate the services provided under this Agreement. District 15 may also request a review and evaluation of the services provided under this Agreement.

**8. DAMAGE TO APARATUS AND EQUIPMENT.** Except as otherwise expressly provided herein, neither Party shall be obligated to pay the for any damage to or destruction of any apparatus or equipment used pursuant to the Agreement. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty insurance or self-insurance as opposed to seeking reimbursement from the other Party.

**9. INSURANCE.** Each Party shall procure and maintain without interruption during the term of this Agreement, in a company or companies lawfully authorized to do business in the State of

Washington, the following insurance or, if self-insured or part of a risk pool, the equivalent to the following:

- An occurrence based Commercial General Liability policy covering claims for bodily injury (including death) and/or property damage arising out of or related to this Agreement and shall include contractual liability coverage applicable to the indemnity provisions of this Agreement. The limits of liability shall be not less than One Million Dollars (\$1,000,000.00) for both bodily injury and property damage liability per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate stop loss.
- An automobile liability insurance policy covering all owned and non-owned automobiles or vehicles used by or on behalf of the Employees. The limits of liability shall be not less than One Million Dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage.

Except where a party is insured through an insurance risk pool, insurance policies required to be maintained under this Agreement shall (a) name the other Party, its commissioners, and employees as additional named insureds; (b) shall be written as a primary policy and non-contributory insurance with respect to the Parties, its officers, officials, employees, agents, and insurers; (c) not contain a "cross liability" or similar exclusion that would bar coverage for claims between or among insureds; (d) contain a severability of interest provision in favor of the other Parties; and (e) contain an express waiver of any right of subrogation by the insurance company against the other Parties and its commissioners, employees, and agents.

Provided, however, if either Party is a member of a governmental self-insured risk pool, that coverage shall satisfy all conditions set forth in Section 10 of this Agreement, for that Party.

## **10. INDEMNIFICATION.**

10.1 To the extent permitted by law, MFD shall defend, indemnify and hold District 15, its officers, officials, employees and volunteers harmless from any and all claims, damages, losses and expenses, including, but not limited to attorneys' and expert's fees, (collectively, a "claim") arising out of or resulting from the acts, errors or omissions of MFD, its officers and employees under this Agreement. MFD's indemnification duty shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of District 15 or its agents or employees. MFD's indemnification duty for liability for damages arising out of claims caused by or resulting from the concurrent negligence of (a) District 15 and its agents or employees, and (b) MFD and its agents or employees, shall apply only to the extent of negligence of MFD, and its agents or employees.

10.2 To the extent permitted by law, District 15 shall defend, indemnify and hold MFD, its officers, officials, employees and volunteers harmless from any and all claims, damages, losses and expenses, including, but not limited to attorneys' and expert's fees, (collectively, a "claim") arising out of or resulting from the acts, errors or omissions of District 15, its officers and employees under this Agreement. District 15's indemnification duty shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of MFD or its agents or employees. District 15's indemnification duty for liability for damages arising out of claims caused by or resulting from the concurrent negligence of (a) MFD and its agents or employees, and (b) District 15 and its agents or employees, shall apply only to the extent of negligence of District 15, and its agents or employees.

**EACH PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. FURTHER, THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS PROVIDED THE PARTY'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS BETWEEN THE PARTIES, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY A PARTY'S EMPLOYEES DIRECTLY AGAINST THAT PARTY.**

11. **NO BENEFIT TO THIRD PARTIES.** This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.

12. **RECORDING.** A copy of this Agreement shall be filed with the Snohomish County Auditor or posted on the website of either party.

13. **INDEPENDENT MUNICIPAL GOVERNMENTS.** Independent Municipal Governments. The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of either Party. Nothing in this Agreement shall be construed to create a joint entity between the Parties. Any property to be held in connection with this Agreement shall be held as the separate property of the Party in whose name the property is or was acquired.

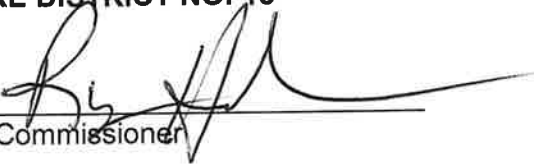
14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

15. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

16. **ENTIRE AGREEMENT.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

DATED this 18 day of November 2020.

**SNOHOMISH COUNTY  
FIRE DISTRICT NO. 15**

By   
Commissioner

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

**MARYSVILLE FIRE DISTRICT**

By   
Board Chairman

**EXHIBIT "A"**

**MARYSVILLE FIRE DISTRICT**

SERVICE DESCRIPTION	RATE PER OCCURANCE
ALS Transport	\$ 600.00
ALS Response (No Transport)	\$ 110.00