

INTERIM INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES

THIS INTERIM INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES ("Interim Agreement") is entered into between Snohomish County Fire Protection District No. 7 ("District 7"), and Snohomish County Fire Protection District No. 5 ("District 5") (individually, "Party" and collectively, "Parties") for advanced life support services.

I. RECITALS

This Interim Agreement is made with reference to the following facts:

- A.** District 7 maintains and operates an emergency medical Advanced Life Support ("ALS") service in accordance with Chapter 18.71 RCW and Chapter 246-976 WAC;
- B.** District 7 provides ALS Services using certified advanced life support (Firefighter/Paramedic) personnel as required by statutory provisions and in accordance with Chapter 18.71 and 18.73 RCW and Chapter 246-976 and 246-977 WAC;
- C.** The Parties were signatories to an interlocal agreement for ALS Services which expired on December 31, 2018 ("Former ALS Agreement") under which District 7 provided ALS Services to District 5;
- D.** District 7 has continued to provide ALS Services to District 5 following the expiration of the Former ALS Agreement while the Parties negotiated a new agreement;
- E.** District 5 has a continuing need for District 7 to supply ALS Services;
- F.** The Parties desire to enter into an interim agreement and a longer-term agreement for ALS Services that is fair and equitable to the citizens of both agencies and is fiscally responsible;
- G.** District 5 is served by several ALS Service providers and, thus, the concept in this Interim Agreement is for District 7 to only charge for a portion of the total cost of providing ALS Services to District 5; and
- H.** The Parties wish to enter into this Interim Agreement in order to resolve compensation issues for ALS Services in the short term while allowing the Parties an opportunity to work on a long-term agreement.
- I.** The Parties are authorized to enter into this Interim Agreement pursuant to RCW 39.34 and RCW 52.12.031.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows.

1. **Term.** This Agreement shall commence on January 1, 2019 ("Commencement Date") and expire on December 31, 2020 ("Expiration Date"). Either Party may terminate this

Agreement with ninety (90) days written notice to the other Party at the Address set forth below.

2. **Advanced Life Support Services.**

- a) During the term of this Interim Agreement and when resources are available, District 7 shall furnish primary Advanced Life Support Services to District 5.
- b) District 5 agrees to utilize the closest ALS unit dispatch procedures through Snohomish County 911.
- b) ALS Services shall be provided typically by automatic dispatch of one (1) Firefighter/Paramedic and (1) Firefighter/EMT in a fully equipped District 7 vehicle to all ALS incidents.
- c) Treatment and transport of patients shall be consistent with Snohomish County Protocols and District 7 Standard Operating Procedures.
- d) In the event of simultaneous emergency medical calls, whether within or outside of District 5, the officers and agents of District 7 shall have discretion as to which incident shall be answered first and shall be the sole judge to the most expeditious manner of handling and responding to such incidents. The same level, priority and resources shall be extended to a call located within District 5 as a call located in District 7.
- e) District 7 assumes no liability for failure to provide ALS services for reasons beyond its reasonable control.

3. **Performance of Services.** District 7 agrees that during the term of this Interim Agreement, all ALS services supplied by District 7 and the vehicles and personnel used to supply ALS services will meet the applicable statutory and regulatory requirements set forth in Chapter 18.71 and 18.73 RCW and Chapter 246-976 WAC.

3.1 **Transport Fees.** District 7 will impose a fee for advanced life support transports occurring within District 5's jurisdiction ("Transport Fees") and shall be entitled to retain such transport fees. District 5 residents will not be referred to collection for inability to pay.

3.2 **GEMT.** District 7 shall be entitled to retain all Ground Emergency Medical Transportation (GEMT) supplemental payments received as a result of transports made pursuant to this Agreement.

4. **Conditions of Performance.** In the event for any reason, District 7 shall lose its required Washington State certification of its emergency medical services, vehicles, and/or personnel **AND** therefore become unable to perform the services required of it under this Interim Agreement, it shall immediately notify District 5 at the address set forth below.

5. **Evaluation of ALS Services.** District 7 shall provide review sessions, as requested by the Fire Chief with District 5 personnel to review and evaluate the services provided under this Interim Agreement. The review sessions shall be available for attendance by District 5 Commissioners, Chief, and supervising physician.

6. **Contract Payment for Services.**

6.1 **Calculation.** District 5 shall pay District 7 a fixed amount ("Contract Payment") for the ALS Services as provided in this Article. The Contract Payment for each year of this Interim Agreement shall be calculated according to the following formulas:

2019 Formula: D5 AV (\$1,039,044,967) x EQ. Levy Rate
(\$0.12956696524)/1000 = **\$134,625.90**

- D5 received a total of 18,902 ALS (medic) OOS* Minutes in 2019.
- D7's share of Total OOS Minutes was 7,072 minutes or 37.41%.
(\$134,625.90 x 37.41%=\$50,368)

2020 Formula: D5 AV (\$1,182,964.327) x EQ. Levy Rate
(\$0.124286233)/1000=**\$147,026.18**

By way of example, if the ratio of ALS Total OOS minutes stays the same in 2020, D7 would receive 37.41% of \$147,026.18=\$55,006.42.

* Note: The term "OOS" means out of service.

6.2 **Payment.** District 7 will invoice District 5 for the Contract Payment as follows.

- a. The Contract Payment for 2019 will be invoiced upon mutual execution of this Agreement. Payment shall be due within 30 days of invoice.
- b. The Contract Payment for 2020 will be invoiced on July 17, 2020 for 1st 6 months of service and on January 22, 2021 for the second half of 2020. Payment shall be due within 45 days of invoice.

6.3 **Notes on Contract Payment.** For reference purposes, the foregoing Contract Payment was established according to the following concepts:

- District 7 would charge District 5 an amount based on twenty-nine percent (29%) of Snohomish County Fire District No. 17's EMS Levy. The Parties agreed that the twenty-nine percent (29%) figure was not directly related to District 7's cost of service or any other known analysis but was, rather, the rate that has previously been in place for 10 years.
- The Parties agreed to adjust the Contract Payment to reflect the difference between District 17's EMS levy rate and District 5's EMS Levy Rate for 2019 and 2020 (\$0.45, \$0.43 per thousand of AV for District 17 and \$0.32 and \$0.29 per thousand of AV for District 5). The 29% of EMS Revenue is converted to an Equivalent Levy Rate ("EQ.Levy Rate") for 2019 and 2020.
- All dispatched ALS calls, regardless of the nature of the incident, are included as OOS Minutes.

7. **Liability.** Each of the Parties shall, at all times, be solely responsible for acts or failure to act of its personnel that occur or arise in any way out of the performance of this Interim Agreement by its personnel only; and to the extent permitted by law, save and hold the other Party and its personnel and officials harmless from all costs, expenses, losses and damages, including costs of defense, incurred as a result of any acts or omissions of the Party's personnel relating to the performance of this Interim Agreement.
8. **Insurance.** Each Party agrees to maintain adequate insurance coverage for its own equipment and personnel.
9. **Administration of Agreement.** The Fire Chief of District 7 and the Fire Chief of District 5 or their designees shall jointly provide the administration necessary to supervise the services provided under this Interim Agreement. It is not the intention of the Parties that a separate legal entity be established to conduct this cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated.
10. **Reports.** District 7 agrees to provide District 5 with appropriate reports indicating the number and nature of ALS responses within District 5 that occur during this Interim Agreement.
11. **Cooperation and Further Efforts.** During the term of this Interim Agreement, the Parties agree to work in good faith to execute a long-term agreement for ALS Services to commence on January 1, 2021. Such efforts shall include hosting workshops with other ALS Service providers to develop a fair, equitable, and fiscally responsible long-term agreement.
12. **Modification.** This Agreement represents the entire Agreement between the Parties. No change, termination, or attempted waiver of any of the provisions of this Interim Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. This Agreement may be modified, supplemented, or otherwise affected by the course of dealing between the Parties due to change of scope, practice, legal requirements, labor contracts, or adverse monetary considerations.
13. **Benefits.** This Agreement is entered into for the benefit of the Parties to this Interim Agreement only and shall confer no benefits (direct or implied) on any third person. Specifically, and without limiting the foregoing, this Interim Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
14. **Further Cooperation.** The Parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Interim Agreement.
15. **Entire Agreement.** The entire agreement between the Parties hereto is contained in this Interim Agreement and exhibits hereto; and this Interim 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.
16. **Notices.** All notices, request, 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 served at the time of delivery if personally delivered or delivered, or at the time of mailing, if mailed by first class, postage prepaid, and addressed to the party at its address as stated in this Agreement, or at such other address as the party may designate at any time in writing to the other party.

Snohomish County Fire Protection District No. 7
163 Village Court
Monroe, WA 98272

Snohomish County Fire Protection District No. 5
PO Box 149
Sultan, WA 98294


17. **Governing Law.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action venue shall lie exclusively in Snohomish County, Washington and the prevailing party shall be entitled to its reasonable attorney fees and costs.


DATED: 04/09/20

**SNOHOMISH COUNTY
FIRE PROTECTION DISTRICT 7**

By virtual attendance 
Roy Waugh, Chairman

By virtual attendance 
Troy Elmore, Vice Chairman

By virtual attendance 
Jeff Schaub, Fire Commissioner

By virtual attendance 
Randy Woolery, Fire Commissioner

By virtual attendance 
Randy Fay, Fire Commissioner

By virtual attendance 
Paul Gagnon, Fire Commissioner

By virtual attendance 
Jim Steinruck, Fire Commissioner

DATED: 4/13/2020

**SNOHOMISH COUNTY
FIRE PROTECTION DISTRICT 5**

Steven Fox, Fire Commissioner


Brian Cople, Fire Commissioner

Kelly Geiger, Fire Commissioner

ATTEST:

Cathy Barth, District Secretary

Signature Authorized under Covid-19
Emergency Resolutions 2020-01/02



Merlin Halverson, Fire Chief



**AMENDMENT TO INTERIM INTERLOCAL AGREEMENT FOR
ADVANCED LIFE SUPPORT SERVICES**

THIS AMENDMENT TO INTERIM INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES ("Interim Agreement") is entered into between Snohomish Regional Fire and Rescue ("SRFR"), and Snohomish County Fire Protection District No. 5 ("District 5") (individually, "Party" and collectively, "Parties") for advanced life support services.

I. RECITALS

This Interim Agreement is made with reference to the following facts:

- A. On April 13, 2020, the Parties entered into an Interim Interlocal Agreement for Advanced Life Support Services (the "Interim Agreement");
- B. The Parties are continuing to explore a longer-term agreement for ALS Services that is fair and equitable to the citizens of both agencies and is fiscally responsible; and
- C. The Parties desire to extend the term of the Interim Agreement to give them additional time to discuss a successor, long-term agreement.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows.

1. **Contract Payment for Service. 2022 Formula:** D5 AV (\$1,299,781,336) x EQ. Levy Rate (\$0.118185173)/1000=\$153,614.88 *2020 147,026 (6,588) 4.5%*

By way of example, if the ratio of ALS Total OOS minutes stays the same in 2022, SRFR would receive 37.41% of \$153,614.88 = \$57,467.33.

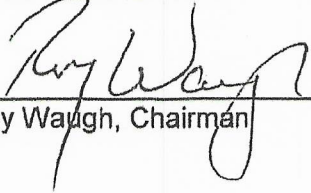
- 2. **Term.** The Expiration Date of the Interim Agreement shall be extended to December 31, 2022.
- 3. **Other Terms and Conditions.** All other terms and conditions in the Interim Agreement shall remain the same and in full force and effect.

DATED: 11/9/21

DATED: 11/22/21

**SNOHOMISH REGIONAL
FIRE AND RESCUE**

**SNOHOMISH COUNTY
FIRE PROTECTION DISTRICT 5**



Roy Waugh, Chairman

Steven Fox, Fire Commissioner



SNOHOMISH REGIONAL FIRE & RESCUE

Troy Elmore, Vice Chairman

Brian Copple, Fire Commissioner

Jeff Schaub, Fire Commissioner

Kelly Geiger, Fire Commissioner

Randy Woolery, Fire Commissioner

ATTEST:

Randy Fay, Fire Commissioner

Cathy Barth, District Secretary

Paul Gagnon, Fire Commissioner

Authorized by the Districts Board of Commissioner on 11/22/21. Signed on behalf of The Board by Chief Halverson as allowed under Resolution 2020-01.

Jim Steinruck, Fire Commissioner

M. Halverson

Rick Edwards, Fire Commissioner

Bill Snyder, Fire Commissioner

ATTEST:

Leah Schoof, Business Administrator