

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF ABERDEEN**, a municipal corporation, hereinafter referred to as the “**CITY**”, and **GRAYS HARBOR FIRE DISTRICT NO. 10**, hereinafter referred to as the “**DISTRICT**”.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the District has been organized under the provisions of the laws of the State of Washington as a fire protection district, and desires to obtain advanced emergency medical services from the city;

WHEREAS, the city is willing and ready to furnish such service upon the terms and conditions hereinafter more particularly set forth; **NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. SERVICES. City agrees to respond to emergency medical calls within the District, excluding the following designated areas of the District:

East Hoquiam Road
Greenwood Road
Hoquiam/Wishkah cutoff Road (up to bridge)

City shall perform all necessary services in regard to responding to any such call.

The services provided by City shall be subject to the prior right of the City to the use of any and all EMS personnel and equipment for the purpose of responding to EMS calls within the corporate limits of City and its other service areas. The officer in charge of the fire department, or any unit thereof, shall exercise his/her judgment, from the information received, as to the amount and type of equipment which may be needed in the District at the time information is received, that a medical emergency exists in said areas, the appropriate City equipment needed to respond, and the amount and type of equipment which may be spared from the City at the time. The City’s determination of available resources and appropriate level of response are entirely within its sole discretion and no action or inaction on the part of such commanding officer of the fire department, or any unit thereof, shall create any liability against the City or such individual.

2. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall construe the City or any of its employees or agents to be the employees, agents, or representatives of the District. The City shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein.

3. COMPENSATION – PER CALL RATES. In consideration of the services to be rendered by the City during the period covered by this agreement, the District hereby agrees to pay to City the sum of Thirty-One Thousand Dollars (\$31,000.00) per year. District shall make two semi-annual payments with the initial payment due June 30th, 2006 and the second on December 31, 2006.

The City may also charge and bill individual patients transported by the City at the following rates:

A. Emergent or non-emergent transport.

- 1. Basic life support (BLS), per call\$650.00
- 2. Advanced life support (ALS), per call\$800.00
- 3. Advanced life support 2 (ALS2), per call\$1000.00
- 4. Specialty care transport (SCT), per call\$1100.00

B. Mileage charge. Pick-up to destination per call.....\$12.00/mile

C. Standby Rate. If an ambulance stands by waiting for a patient for more than fifteen (15) minutes per call, One Hundred Dollars (\$100.00) per hour (including the first 15 minutes).

D. Response and Service Charge. Runs that involve the use of supplies or equipment other than the ambulance itself, but do not involve transportation of the patient, Two Hundred Dollars (\$200.00) per call.

4. COMPLIANCE WITH LAWS. The City, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and individuals to assure quality of services.

5. INDEMNIFICATION/HOLD HARMLESS – NO THIRD PARTY BENEFICIARIES. All services to be rendered or performed under this Agreement will be performed or rendered entirely at the City’s own risk and City expressly agrees to indemnify and hold harmless District and all its officers agents, employees, or otherwise, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the City which result from, arise out of, or are in any way connected with the services to be performed by the City under this Agreement; PROVIDED, it is expressly understood and agreed that neither the City nor any of its officers, agents or employees shall be liable in damages to the District or to any resident thereof or property owner therein or to any third party for failure in the performance of this agreement in any respect.

6. TERMINATION. If either party fails to comply with the terms and conditions of this Agreement, the other party may immediately suspend or terminate this Agreement. The City may terminate this Agreement, without cause, upon giving ninety (90) days written notice of intent to terminate to the District. The District may terminate this Agreement, without cause, at any time upon written notice to the City. The City shall

provide the District with a final invoice for services within 30 days of termination and the District's payment shall be due upon receipt of the City's invoice.

7. NOTICE AND CONTRACT ADMINISTRATION. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY: CITY OF ABERDEEN FIRE DEPT.
700 West Market Street
Aberdeen, WA 98520
Attention: Fire Chief

DISTRICT: GRAYS HARBOR FIRE DISTRICT #10
4660 Wishkah Road
Aberdeen, WA 98520
Attention: Chief/Commissioner

provided that the addresses hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

8. DURATION OF AGREEMENT. This Agreement shall be in force and in effect from the date of execution through December 31, 2006, unless extended by mutual agreement of the parties.

9. ENTIRE AGREEMENT. This Agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

DATED: _____, 2005.

G. H. FIRE DISTRICT #10

CITY OF ABERDEEN

By
Mayor

Hon. Dorothy Voege,

By
Director

Attest: _____
Fred J. Thurman, Finance

