

**INTERLOCAL COOPERATIVE AGREEMENT FOR  
FIRST RESPONSE EMERGENCY MEDICAL SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into by and between Skagit County, Washington ("County"); and

Skagit County Fire Protection District # 2, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 3, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 4, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 5, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 6, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 7, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 8, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 9, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 11, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 12, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 14, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 15, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 16, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 17, a Washington municipal corporation ("Agency") and  
Skagit County Regional Fire Authority, ("Agency") and  
Town of Concrete ("Agency") and  
Town of Hamilton ("Agency") and

Town of La Conner ("Agency") is for the provision of first response emergency medical services. Together, the County and the Agencies ("Agencies") are the only parties to this Agreement and may be referred to collectively as "Parties."

**RECITALS**

**WHEREAS**, the County, with approval from the voters of Skagit County and as authorized by RCW 84.52.069, collects a countywide Emergency Medical Services (EMS) levy, which is independently accounted for in the "EMS Fund"; and

**WHEREAS**, the Board of Skagit County Commissioners (BOCC) is responsible for disbursing EMS levy funds, ensuring a unified and integrated EMS system on a county-wide basis, and fulfilling administrative and oversight functions of the EMS system; and

**WHEREAS**, the existing EMS levy expires on December 31, 2024, and the voters of Skagit County have approved a new EMS levy that begins on January 1, 2025 and expires on December 31, 2030; and

**WHEREAS**, County finds that it is in the best interest of the citizens and visitors of Skagit County to maintain a coordinated county-wide emergency medical services system that includes timely and efficient first response emergency medical services; and

**WHEREAS**, within areas served by Skagit County fire agencies, it is often most efficient for the first response of such services to be provided by the local fire agency; and

**WHEREAS**, the Parties are signatories to separate Interlocal Agreements for similar services which are set to expire on December 31, 2024; and

**WHEREAS**, the Parties wish to replace the existing agreements with an updated new agreement; and

**WHEREAS**, the Parties to this Agreement are willing to work cooperatively to continue to deliver seamless, countywide EMS services with supplemental funding from the EMS levy as outlined in this Agreement.

**THEREFORE**, in consideration of the terms, conditions, covenants, and obligations contained herein, the Parties mutually agree as follows:

### **AGREEMENT**

1. **PURPOSE:** The purpose of this Agreement is to allow Agencies and County to work in cooperation on the delivery of first response emergency medical services within Agencies boundaries, as well as outside its boundaries as allowed by applicable response plans, and/or recommended unit plans, and/or mutual aid agreements. Agencies agree service consists of providing trauma-verified aid services in accordance with WAC 246-976-260 hereafter referred to as "Aid Services" during the term of this Agreement as detailed in paragraph 2 below.

### **2. RESPONSIBILITIES OF THE PARTIES**

#### **2.1 AGENCY Responsibilities are as follows:**

- a. AGENCY shall provide appropriate licensed Aid Services available for dispatch twenty-four (24) hours per day, seven (7) days per week.
- b. AGENCY shall operate, in accordance with WAC Chapter 246-976, and other applicable laws, ordinances and regulations governing the provision of emergency medical services.
  - i. AGENCY shall maintain at all times for the term of this Agreement a current Department of Health (DOH) EMS aid agency license.
  - ii. AGENCY shall provide County with copy of valid DOH EMS aid agency license upon execution of this Agreement and upon receipt of any renewal.
- c. AGENCY's Emergency Medical Responders and Emergency Medical Technicians performing Aid Services under this Agreement must be approved by the Skagit County Medical Program Director and shall hold a valid, active, unexpired EMS credential issued by the DOH.
- d. AGENCY shall, respond to EMS calls as dispatched and perform Aid Services within Agency's boundaries, as well as outside its boundaries in accordance with applicable response plans, and/or recommended unit plans, and/or mutual aid agreements on file with Skagit 9-1-1. AGENCY assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous emergency calls (fire or EMS) occurring within AGENCY's jurisdiction whereby AGENCY's resources are limited, AGENCY shall have sole discretion to determine which calls shall be answered first.
- e. All AGENCY field personnel shall be under the direct medical control and supervision of the Skagit County Medical Program Director (or designee) and shall comply with the MPD-approved patient care protocols, policies, County Operating Procedures, online medical control, and other requirements as established by the MPD and the DOH.

- f. AGENCY shall utilize a County approved and Washington EMS Information System (WEMSS) compliant electronic patient care reporting system and to follow documentation requirements in accordance with WAC 246-976-455 and applicable MPD-approved protocols related to patient care documentation.
- g. To the extent applicable, AGENCY shall be in compliance with the Health Insurance Portability and Accountability Act (HIPAA) as currently enacted or as may be amended. Any violations of HIPAA rules and regulations, including a breach of Protected Health Information (PHI) shall be reported immediately to County EMS Director along with AGENCY's actions to mitigate the effect of such violations.
- h. AGENCY agrees to provide County EMS Director with access to AGENCY call volume and patient care reporting data from the electronic patient care reporting system for the purpose of quality assurance and EMS system oversight. COUNTY agrees to execute a mutually acceptable Business Associate/Data Sharing Agreement in the form attached as Exhibit D.
- i. AGENCY will require its affiliated EMS-credentialed field personnel to either (a) participate in the approved Skagit County EMS OTEP and required skills maintenance or (b) to complete the Continuing Medical Education (CME) method and required skills maintenance for each certification period.

## 2.2 County Responsibilities are as follows:

- a. County will develop and maintain an MPD and DOH approved Ongoing Training and Evaluation Program (OTEP) for EMS continuing education for the EMR, EMT, and Paramedic certification levels for AGENCIES participating in this agreement.
- b. County will provide access to a county-wide online learning management (LMS) system for the delivery of MPD-approved EMS continuing education and training material for all AGENCY affiliated EMS-credentialed field personnel.
- c. County agrees to provide AGENCY with funding/reimbursement for the following expenses either through direct billing utilizing a County approved vendor, if applicable, or with pre-approval of the County EMS Director and receipt of invoice and supporting documentation of actual expenses paid by AGENCY County shall issue payment within 30 days of receipt of an invoice:
  - i. Disposable Medical Supplies/Equipment - Up to \$7,500.00 per year in disposable EMS supplies appropriate to the level of care of the AGENCY and authorized for use by MPD-approved patient care guidelines. In the event of significant market changes, an AGENCY may request additional funding for disposable medical supplies/equipment on a case by case basis, subject to approval by County.
    - a. AGENCY agrees that it has the sole responsibility to inspect all goods to make sure that they are free of defect and acknowledges that the County does not warrant the quality of the goods purchased through any vendor. Upon termination of the Agreement, any and all unused supplies purchased under this Agreement shall remain with the AGENCY so long as all items are used for the provision of emergency medical services by AGENCY.

- ii. Small Capital Equipment – Up to \$6,000.00 of small capital equipment (portable powered suction units, pulse oximeters, etc.) over the term of the Agreement.
- iii. Medical Oxygen – Up to \$550.00 per year.
- iv. Electronic Patient Care Reporting (ePCR) System – Up to \$7,700.00 per year that may be used toward ePCR hardware (tablets, modems, etc), ePCR software (subscription, CAD integration), and related costs (wireless connectivity service, etc.) to meet local and state patient care documentation requirements.
- v. Skagit 911 EMS User Fees – County will pay directly to Skagit 911 the EMS portion of emergency communications expenses on behalf of AGENCY based on EXHIBIT A" FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY or as subsequently amended by the Skagit 911 Board of Directors through the Interlocal Agreement for Countywide Public Safety Communications Center ([C20160538](#)).
- vi. EMT Course Tuition – County will pay directly or reimburse upon receipt of invoice and supporting documentation of actual expenses paid by AGENCY the tuition fees for AGENCY personnel to enroll and complete a County-approved EMT training course. AGENCY will follow the County's preferred registration process.
  - a. If personnel from AGENCY completes enrollment in course and does not complete the course, AGENCY will reimburse the County \$500 per student. This requirement may be waived by County if extenuating circumstances exist.
- vii. EMT Course Background Check – County will pay directly or reimburse with pre-approval of the County EMS Director and receipt of invoice and supporting documentation of actual expenses paid by AGENCY the background check(s) required for approved AGENCY to enroll in County-approved EMT training course and/or to complete clinical time/field rotations.
- viii. EMT Course Books – County will pay directly or reimburse with pre-approval of the County EMS Director and receipt of invoice and supporting documentation of actual expenses paid by Agency the cost of required textbooks to complete the County-approved EMT training course.
- ix. Automated External Defibrillators – County will reimburse with pre-approval of the County EMS Director and receipt of invoice and supporting documentation of actual expenses paid by AGENCY the replacement of the aging ZOLL AED Pro Automated External Defibrillators purchased by County in 2013 as outlined in Exhibit C not to exceed \$3,700.00 per device.

**3. TERM OF AGREEMENT:** The term of this Agreement shall commence between the County and any executing AGENCY upon signing and continue until December 31, 2030. Failure of an identified AGENCY party to execute this Agreement shall not impact the validity and enforceability of this Agreement between the County and any AGENCY that has executed this Agreement. Termination of this Agreement with respect to an individual AGENCY shall not effect the validity of this Agreement with respect to other AGENCY signatories to this Agreement.

**4. MANNER OF FINANCING:** The County has established the following GL expenditure code(s) for this Agreement: 123 55800015100 which shall be included on all billings or correspondence in connection therewith.

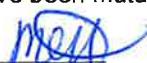
**5. ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Emergency Medical Services Director or his/her designee.

5.2 AGENCY's representative shall be the Fire Chief or his/her designee.

**6. TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Any equipment for which AGENCY is fully or partially reimbursed by the County or which is purchased in whole or in part by the County for AGENCY's provision of services under this Agreement shall be owned by AGENCY. At the time such equipment or supplies are no longer used for the provision of emergency medical services by AGENCY, AGENCY shall return the EMS levy purchased equipment and or supplies or in the alternative reimburse County for the value of the equipment or supplies purchased under this Agreement that are no longer being used as part of the county-wide EMS system.

**7. DEFENSE & INDEMNITY AGREEMENT:** To the extent permitted by law, AGENCY agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of AGENCY, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the negligence of the County, its appointed or elected officials or employees. In the event of concurrent negligence, the defense and indemnity will apply only to the percentage of AGENCY's fault. It is further provided that no liability shall attach to either County or AGENCY by reason of entering into this contract, except as expressly provided herein. AGENCY's insurance shall be primary as to any defense/indeemnity obligation assumed by AGENCY herein. Any insurance or self insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of AGENCY's insurance and shall not contribute to it. AGENCY agrees that all indemnity obligations shall survive the completion, expiration or termination of this Agreement. AGENCY is fully responsible for any liability related to subcontracting the work in this Agreement. Any indemnification agreed to between AGENCY and its subcontractor(s) does not supersede nor negate the indemnification in this Agreement. The foregoing indemnification obligations of AGENCY are a material inducement to County to enter into this Agreement, and as such is reflected in the compensation to AGENCY, and have been mutually negotiated by the Parties.

AGENCY's initials acknowledging indemnity terms: 

**8. INSURANCE:** AGENCY agrees to be bound by the insurance requirements set forth in the applicable **EXHIBIT B INSURANCE.**

**9. TERMINATION FOR PUBLIC CONVENIENCE/ AND TERMINATION FOR CAUSE :** Either party may terminate the contract in whole or in part after written notice of not less than 365 calendar days whenever either party determines, in its sole discretion, that such termination is in the best interests of either the County or Agency, respectively. Termination of one AGENCY shall not invalidate this Agreement in regard to the other non-terminating AGENCYs. Whenever the contract is terminated in accordance with this paragraph, AGENCY shall be entitled to payment for actual work performed

at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by any party at any time during the term for convenience, shall not constitute a breach of contract by that party.

County has the right to immediately terminate this Contract for cause with any specific Agency for the below listed reasons:

- (a) Agency is unable to perform the required services
- (b) Agency ceases to have a valid Advanced Basic Life Support level trauma-verified aid service license issued by the Washington State Department of Health,
- (c) Failure to comply with the obligations set forth in Paragraph 2.1

Any Agency has the right to immediately terminate this Contract for cause for the below listed reasons:

- (a) County fails to comply with the obligations set forth in Paragraph 2.2 or Exhibit D

If any party elects to invoke immediate termination the Agreement shall be deemed terminated upon notice of such to the other party(ies).

**10. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

**11. SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

**12. ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**13. NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/ or joint venture exists between AGENCY and the County, and no partnership and/or joint venture is created by and between AGENCY and the County by virtue of this Agreement. No agent, employee, contractor, subcontractor AGENCY, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

**14. NO THIRD-PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, property owners and/ or residents, or any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party.

**15. ASSIGNMENT AND SUBCONTRACTING:** AGENCY shall require that their subcontractors be bound by same terms and conditions contained in this Agreement including insurance and

indemnification requirements. AGENCY shall be responsible for its subcontractors non-compliance with the terms and conditions in this Interlocal Agreement. AGENCY subcontractors must be part of the Skagit 9-1-1 County dispatch system have all required licenses and training required under Washington State law, be under the oversight of the Skagit County MPD or designee, and operate in accordance MPD-approved EMS patient care protocols. If AGENCY subcontracts all or a portion of the services pursuant to this Agreement to a non-public entity, AGENCY subcontractors must name the County as an additional insured on all required policies unless specifically waived in writing by Skagit County's Risk Manager) and must be bound by the applicable **EXHIBIT B1 Insurance** (Public Agencies that are full members of a governmental risk pool or **EXHIBIT B2 Insurance** (Nonpublic agencies or providers that are not full members of a governmental risk pool. The mutual aid agreements and automatic aid agreements between and among the Parties in effect prior to January 1, 2015, are not subject to this paragraph and shall not constitute default on this Agreement.

**16. VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Snohomish or Whatcom. This Agreement shall be governed by the law of the State of Washington

**17. NEUTRAL AUTHORSHIP:** Each of the terms of and provisions of this Agreement have been reviewed and negotiated and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of the 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. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The Parties have entered into this Agreement without duress or undue influence.

**18. Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**IN WITNESS THEREOF**, the Town and the Contractor have caused this Agreement to be executed on the dates written below.

**TOWN OF LA CONNER**

**CONTRACTOR**

By: Mann Hannaman  
Mayor

By: \_\_\_\_\_ (SEE ATTACHED SIGNATURE PAGE)

Date: 3/26/2025

Date: \_\_\_\_\_

**ATTEST:**

Mann A. DeSche  
Finance Director

**APPROVED AS TO FORM:**

SGJ  
Town Attorney

**Mailing Address:**

Town of La Conner  
204 Douglas St  
P.O. Box 400  
La Conner, WA 98257

DATED this 10 day of March, 2025.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki

Lisa Janicki, Chair

Ron Wesen

Ron Wesen, Commissioner

PB

Peter Browning, Commissioner

Attest:

Sinda Hammer

Clerk of the Board

Recommended:

J.C. P.D.

Approved as to form:

JR. A. B.

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Mary Leubke

Risk Manager

Approved as to budget:

Sasha Logue

Budget & Finance Director

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County Administrator

For contracts under \$5,000:  
Authorization per Resolution R20030146

**EXHIBIT A**  
**FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY**

**FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY**

Financial allocation of the SKAGIT 911 Annual Operating Budget shall be determined as set forth below:

1. A draft/preliminary Annual Operating Budget shall be calculated no later than August each year for presentation and recommendation in September to the SKAGIT 911 Board.
2. External revenues will be estimated and will include sales tax, phone tax and State E911 funding.
3. The SKAGIT 911 Board will approve a pre-determined percentage of the External revenues to be set aside and reserved for investment in the Operational Reserve, Equipment Reserve & Replacement and Capital Outlay funds.
4. All costs will be allocated via costing modules for Administrative, Law and Fire/EMS costs.
  - a. The administrative costing module will consist of all overhead, facility maintenance costs, administrative and supervisory staff, technological needs and maintenance.
  - b. The Law costing module will consist of the wages and salaries of all Law Dispatchers and support services.
  - c. The Fire/EMS costing module will consist of the wages and salaries of all Fire Dispatchers and support services.
5. Once all costs have been allocated to the cost centers, the remaining External revenues will be applied to the budget. The remaining costs will be allocated to the Law and Fire/EMS Agencies using the below allocations:
  - a. Law Agency costs will be prorated at 50% previous full year call volume and 50% previous year commissioned officers, with each agency prorated the appropriate percentage of the costing module and the Administrative costs, based on a percentage of resources used
  - b. Fire/EMS Agency costs will be prorated at 50% previous full year call volume and 50% previous year assessed value, with each agency allocated the appropriate percentage of the costing module and the Administrative costs, based on a percentage of resources used.
  - c. A pre-determined percentage of the Fire Agency calls will be paid directly to Skagit 911 by the EMS office, with the balance being billed to each Fire agency.

## EXHIBIT "B"

### INSURANCE

#### 1. Agreement to provide coverage per specifications:

Prior to the beginning of and throughout the duration of the Work, Contractor agrees to provide and maintain insurance in accordance with requirements set forth here. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the County.

#### 2. Additional insured requirements:

Contractor agrees to obtain endorsements for third party general liability coverage required here to include as Certificate Holder and additional insureds "Skagit County, its officials, employees and agents." Contractor also agrees to require this same provision of all contractors, subcontractors, agents or other parties engaged by or on behalf of Contractor in relation to this agreement. This provision shall also apply to any excess liability policies. Public Agencies are not required to name the County as an additional insured on required policies. All non-public agency subcontractors must comply with the additional insured requirements.

#### 3. Evidence of insurance:

Contractor agrees to provide evidence of the insurance required herein, satisfactory to County, consisting of:

- a) certificate(s) of insurance evidencing all of the coverages required **and**,
- b) an additional insured endorsement to Contractor's generally liability policy using Insurance Services Office (ISO) form CG 20 10 with an edition date prior to 2004.

If the Contractor's insurer provides additional insured coverage through either the ISO "Automatic Additional Insured" endorsement or through direct incorporation in policy language, Contractor must provide a copy of the automatic endorsement or a copy of the section of the policy granting such status.

Contractor agrees, upon request by County, to provide complete, certified copies of any policies and/or endorsements required within 10 days of such request. Any actual or alleged failure on the part of County or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of County or any additional insured, in this or in any other regard.

#### 4. Prohibition of undisclosed coverage limitations:

None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to County and approved of in writing.

#### 5. Priority of interpretation:

The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

#### 6. Acceptable insurers.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County's Risk Manager.

**7. Notice of cancellation/change:**

To the fullest extent permitted by law Contractor agrees to require insurers to provide notice to County 30 days prior to cancellation of any coverage required herein or of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by or on behalf of contractor in relation to this agreement. Certificate(s) are to reflect that the issuer will provide 30 days' notice to County of any cancellation of coverage.

**8. Primary and non-contributing:**

Contractor's insurance coverage shall be primary. Any insurance or coverage available to the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

**9. Prohibition against self-insurance:**

Self-insurance will not be considered to comply with these insurance specifications, unless otherwise agreed to in writing by the County. Any "self-insured retention" must also be declared and approved by the County. County reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If contractor has such a program, Contractor must fully disclose such program to the County.

**10. No change in scope or limits:**

All coverage types and limits required are subject to approval, modification and additional requirements by the County, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect County's protection without County's prior written consent.

**11. Contractor's waiver of subrogation:**

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the County and shall require similar written express waivers and insurance clauses from each of its subcontractors.

**12. Insurance "flowdown":**

Contractor agrees to require all subcontractors or other parties hired for this project to provide the same insurance as required of Contractor unless otherwise agreed to in writing by the County. The subcontractor's general liability insurance shall add as additional insureds all parties to this Agreement using Insurance Services Office form CG 20 10 with an edition date prior to 2004. Contractor agrees to obtain certificates evidencing such coverage as required here.

**13. Industrial Insurance Waiver:**

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

**14. County's right to revise requirements:**

The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial financial impact to Provider, the Parties agree to meet and discuss appropriate increased compensation to offset increased Provider cost.

**15. County's rights of enforcement:**

In the event any policy of insurance required under this Agreement does not comply with the specifications in this Exhibit or is canceled and not replaced, the County has the right but not the duty to exercise one of the following options: 1) obtain the insurance it deems necessary on behalf of District and any premium paid by the County will be promptly reimbursed by Contractor or the County will withhold amounts sufficient to pay premium from Contractor payments, 2) the County may cancel this Agreement. If the County exercises option 1 above, upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

**16. Enforcement of contract provisions (non-estoppel):** Contractor acknowledges and agrees that any actual or alleged failure on the part of the County to inform Contractor of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

**17. Insurance is a Condition of Payment:**

Payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements under this Agreement. Payment to the Contractor shall be suspended in the event of non-compliance, unless other resolution is agreed to by the County. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

**18. Non-limitation of contract language:**

Requirements of specific coverage features are not intended as limitation on other requirements or as waiver of any coverage normally provided by any given policy. Specific reference to a coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive.

**19. Annual renewal requirement:**

Contractor will renew the coverage required here annually as long as Contractor continues to provide any services under this or any other contract or agreement with the County. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to County no less than five days prior to the expiration of the coverages. Failure to provide such evidence may result in a stop of payment to Contractor, or other resolution agreed to by the County.

**20. Claim notice requirement:**

Contractor agrees to provide immediate notice to County of any claim or loss against Contractor in excess of \$5,000 arising out of the work performed under this agreement. County assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve County.

**21. Additional insurance:**

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**22. Membership in a governmental risk pool**

Full membership in a governmental Risk Pool in Washington State is sufficient coverage to meet the insurance requirements of this agreement. Provided that the insurance coverage of the Pool does not exclude the providing of medical services unless such exclusion provides an exemption for emergency medical services.

**Contractor shall provide the following types and amounts of insurance:**

- Commercial General Liability Insurance using ISO "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for additional insured may not be limited to is vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate for all covered losses.
- Worker's Compensation Insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses. *Enrollment in the state worker's comp program provides this coverage. Coverage by BVFF (Board for Volunteer Fire Fighters and Reserve Officers) would qualify as a state worker's comp program.*
- Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned, and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident and combined single limit. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each person.

If Excess or Umbrella Liability Insurance is used to meet limit requirements over the primary insurance as per this contract, such insurance shall provide coverage at least as broad as specified for the underlying coverages. Such

policy or policies shall include as insured those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

**PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS:**

In addition to the insurance requirements outlined in EXHIBIT B, Contractor shall maintain professional liability insurance that covers the Emergency Medical Services performed in connection with this agreement, in the minimum amount of \$5,000,000 per claim and \$10,000,000 in the aggregate.

Any policy inception date, continuity date, or retroactive date for professional liability coverage must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

If Excess or Umbrella Liability Insurance is used to meet limit requirements over the primary insurance, such insurance shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insured those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

If the Contractor's General Liability policy includes coverage for professional liability, then the General Liability policy shall meet the above professional liability requirements. In such a case, the per occurrence and per claims limits must meet the minimum set forth above for each coverage type and the annual program aggregate limit must be at a minimum of \$20,000,000. The County's Risk Management department will need to review the full policy document prior to final approval.

**EXHIBIT C**  
**Automated External Defibrillator Replacement Allowance**

County will reimburse upon receipt of invoice and supporting documentation of actual expenses paid by AGENCY the replacement of the aging ZOLL AED Pro Automated External Defibrillators purchased by County in 2013 with MPD-approved alternative devices not to exceed the allowances listed below:

**A. Skagit County Fire District #2**

Number of Devices: 3

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028927	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028967	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028735	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$11,100.00</b>

**B. Skagit County Fire District #3**

Number of Devices: 5

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H028917	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028960	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028964	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028928	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029089	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$18,500.00</b>

**C. Skagit County Fire District #4**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H028941	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028932	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

**D. Skagit County Fire District #5**

Number of Devices: 6

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028759	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028933	9/30/2013	\$3,700.00

ZOLL AED Pro	AA13H028945	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028963	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029075	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028742	9/30/2013	\$3,700.00
<b>TOTAL</b>			\$22,200.00

#### **E. Skagit County Fire District #6**

Number of Devices: 4

<b>Description</b>	<b>Serial Number</b>	<b>Acquisition Date</b>	<b>Replacement Allowance</b>
ZOLL AED Pro	AA13H028936	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028946	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13B027606	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028940	9/30/2013	\$3,700.00
<b>TOTAL</b>			\$14,800.00

#### **F. Skagit County Fire District #7**

Number of Devices: 3

<b>Description</b>	<b>Serial Number</b>	<b>Acquisition Date</b>	<b>Replacement Allowance</b>
ZOLL AED Pro	AA13G028756	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028943	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028922	9/30/2013	\$3,700.00
<b>TOTAL</b>			\$11,100.00

#### **G. Skagit County Fire District #8**

Number of Devices: 7

<b>Description</b>	<b>Serial Number</b>	<b>Acquisition Date</b>	<b>Replacement Allowance</b>
ZOLL AED Pro	AA13H028938	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028924	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028919	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028763	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028085	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028921	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H027607	9/30/2013	\$3,700.00
<b>TOTAL</b>			\$25,900.00

#### **H. Skagit County Fire District #9**

Number of Devices: 4

<b>Description</b>	<b>Serial Number</b>	<b>Acquisition Date</b>	<b>Replacement Allowance</b>
ZOLL AED Pro	AA13G028772	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028775	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13B027609	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028934	9/30/2013	\$3,700.00
<b>TOTAL</b>			\$14,800.00

**I. Skagit County Fire District #10**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028751	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028746	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

**J. Skagit County Fire District #11**

Number of Devices: 4

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H029078	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029076	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029090	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028918	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$14,800.00</b>

**K. Skagit County Fire District #12**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028726	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13B027605	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

**L. Skagit County Fire District #14**

Number of Devices: 5

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028930	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029086	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029078	9/30/2013	\$3,700.00
ZOLL AED Pro	AA12H029091	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028738	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$18,500.00</b>

**M. Skagit County Fire District #15**

Number of Devices: 3

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028926	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028961	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028966	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$11,100.00</b>

#### **N. Skagit County Fire District #16**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H029074	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028920	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

#### **O. Skagit County Fire District #17**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028760	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028931	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

#### **P. Skagit County Fire District #19**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H028947	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028935	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

#### **Q. Concrete Fire Department**

Number of Devices: 1

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028923	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$3,700.00</b>

#### **R. Hamilton Fire Department**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028737	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028739	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

#### **S. La Conner Fire Department**

Number of Devices: 1

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H028968	9/30/2013	\$3,700.00
<b>TOTAL</b>			\$3,700.00

## **EXHIBIT D \_ Business Associate/Data Sharing Agreement**

### **RECITALS**

1. AGENCY is a provider of emergency medical services and maintains certain confidential protected Health Information and records concerning its patients; and
2. COUNTY Business Associate" may require access to AGENCY patient care records under the INTERLOCAL COOPERATIVE AGREEMENT FOR FIRST RESPONSE EMERGENCY MEDICAL SERVICES "Services."
3. AGENCY and Business Associate have agreed to conduct all of their business in compliance with all applicable federal, state and local statutes, regulations, rules and policies, including but not limited to, chapter 70.02 RCW and further, in the event Agency provides County with acceptable documentation that Agency is conducting itself as a covered entity, then upon written amendment to this Agreement, County shall comply with the Health Insurance Portability and Accountability Act of 1996 and associated rules as set forth in 45 CFR parts 160 and 164 ("HIPAA"); and
4. For purposes of this Agreement, Health Information includes information created or received by the AGENCY that relates to health care services provided to a AGENCY patient, including demographic information collected from patients and other individuals, that identifies the individual patient or with respect to which there is a reasonable basis upon which to believe that the information can be used to identify an individual patient; and
5. AGENCY is willing to provide Business Associate with access to the Health Information to enable Business Associate to perform its obligations consistent with chapter 70.02 RCW and, if applicable pursuant to the terms of this Agreement, HIPAA.

### **AGREEMENT**

In consideration for granting Business Associate access to the Health Information and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Business Associate agrees as follows:

1. **Confidentiality.** Business Associate and its Agents agree to keep the Health Information strictly confidential and will use and/or disclose the Health Information solely for the purpose of satisfying their obligations overseeing EMS services pursuant to WAC 246-976-920. Business Associate will disclose the contents of the Health Information to its Agents only as minimally necessary and only to the extent required for the Business Associate to provide the Services.
2. **Confidentiality and Subcontractors.** Contractor agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
3. **General Privacy Compliance.** Business Associate shall maintain and safeguard the privacy, security, and confidentiality of all Health Information transmitted or received from the AGENCY in accordance with the provisions of chapter 70.02 RCW and, if applicable pursuant to the terms of this Agreement, HIPAA, as amended, and in accordance with all other applicable federal, state and local statutes, regulations and AGENCY policies regarding the confidentiality of patient Health Information.

**4. Minimum Necessary.** Business Associate agrees to limit all uses and disclosures of Health Information to the minimum amount necessary to accomplish the intended purpose of the use or disclosure. Business Associate agrees that in all uses and disclosures that it will include only the minimum amount of Health Information necessary to accomplish the purpose of the use or disclosure as necessary for Business Associate to perform the Services.

**5. Privacy and Security Obligations.** On receipt of Health Information, Business Associate will:

**5.1.** Not use or further disclose the Health Information other than as permitted or required by this Agreement, or as required by law;

**5.2.** Use appropriate safeguards to prevent the use or disclosure of such Health Information other than as provided for by this Agreement;

**5.3.** Report to AGENCY any use or disclosure of such Health Information not provided for by this Agreement of which Business Associate becomes aware; whether such use, disclosure, breach or security incident is caused by Business Associate or Business Associate's subcontractors;

**5.4.** Ensure that any agents, including subcontractors, to whom Business Associate provides Health Information agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Health Information;

**5.5.** Make Health Information available for inspection and copying in a manner consistent with AGENCY Policy and all applicable laws;

**5.6.** Make Health Information available for amendment and incorporate any amendments to Health Information in a manner consistent with AGENCY Policy and all applicable laws;

**5.7.** Make Health Information available as required to provide an accounting of disclosures in a manner consistent with AGENCY Policy and all applicable laws;

**5.8.** Incorporate any amendments or corrections to the Health Information when notified in a manner consistent with AGENCY Policy and all applicable laws;

**5.9.** Maintain all records of Health Information received from, or created or received on behalf of, the AGENCY and document subsequent uses and disclosures in a manner consistent with AGENCY Policy and all applicable laws. Business Associate shall maintain such records and accountings for a minimum of six years;

**5.10.** If applicable pursuant to the terms of this Agreement, make Business Associate's internal practices, books and records relating to the use and disclosure of Health Information received from, or created or received by the Business Associate on behalf of, the AGENCY available to the Secretary of Health and Human Services ("HHS") for purposes of determining the AGENCY's compliance with HIPAA;

**5.11.** Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate will notify the Agency.

**5.12.** At termination of the Agreement, if feasible, and to the extent permissible under state retention requirements and other laws, return or destroy all Health Information that the Business Associate still maintains in any form and retain no copies of such Health Information or, if such return or destruction is not feasible, extend the protection of this Agreement to the Health Information and limit further uses and disclosures to those purposes that make the return or destruction of the Health Information not feasible.

**6. De-Identification.** Business Associate may store, analyze, access and use components of Health Information that have been “de-identified” and that do not contain individually identifiable Health Information, provided that any such use is then consistent with applicable law.

**7. Indemnification.** Business Associate agrees to defend, indemnify, and hold harmless AGENCY and its commissioners, employees, officers and agents against any and all claims, demands, causes of action, losses, damages, liabilities, judgment, costs and expenses (including reasonable attorneys' fees) asserted against or incurred by the AGENCY or its commissioners, employees, officers and agents as a result of any violation of, or failure to comply with, the provisions of this Agreement by Business Associate and/or its Agents.

**8. Limitation of Liability.** Business Associate acknowledges and understands that AGENCY makes no representations or warranties, express or implied, regarding the content or completeness of the Health Information provided to Business Associate. Business Associate agrees to release AGENCY and its commissioners, employees, officers and agents, from all claims, demands, causes of action, losses, damages, liabilities, costs or expenses (including reasonable attorneys' fees) asserted against or incurred by Business Associate or its Agents by reason of the use or disclosure of the Health Information.

**9. Breach of Agreement - Termination.**

**9.1.** In the event that the AGENCY becomes aware of a pattern or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under this Agreement, which breach is not cured within five business (5) days after notice is provided to the Business Associate, this Agreement shall terminate.

**9.2.** In the event of a default or breach by the Business Associate as set forth in Section 9.1 of this Agreement, the AGENCY shall have available to it any legal or equitable right or remedy to which AGENCY is entitled, including but not limited to, injunctive relief. AGENCY shall not be deemed to have waived any of its rights or remedies because of its failure or delay in exercising any such right or remedy in a particular instance.

**10. Re-Negotiation.** The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, regulations promulgated pursuant to HIPAA if applicable pursuant to the terms of this Agreement.

**11. Miscellaneous Provisions.**

**11.1.** This Agreement shall not be assignable by either party without the other's prior written consent. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, and any successor to the parties whether by operation of law or otherwise.

**11.2.** All notices given pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage pre-paid, addressed to the party for whom it is intended at its address as set forth below. Any address for the giving of notice may be changed by giving notice to that effect to the other party. Each such notice shall be deemed to have been given on the date of its receipt by the party for whom it was intended.

**11.3.** If any provision of this Agreement is or becomes unenforceable, the remainder of this Agreement shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this Agreement.

**11.4.** This Agreement contains the entire understanding of the parties with regard to the subject matter hereof, and supersedes all other agreements and understandings, written and oral, relating to the subject matter hereof. This Agreement may not be amended or modified, nor may any of its provisions be waived, except by a writing executed by both of the parties or, in the case of a waiver, by the party waiving compliance. The

waiver of any one breach shall not be construed as a waiver of any rights or remedies with respect to any other breach or subsequent breach.

**11.5.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and to be performed entirely within such State, with regard to principles of conflicts of law. The venue of any action arising under this Agreement shall in the county of the AGENCY's location.

**11.6.** This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and together shall constitute one and the same Agreement.

**12. Term.** The term of this Agreement shall be identical to the term specified in the Professional Services Agreement, the terms of which are incorporated herein by this reference. Any provision of this Agreement which by its terms is intended to survive the termination or expiration of this Agreement shall so survive.



# Skagit County EMERGENCY MEDICAL SERVICES

Josh Pelonio, Director

Matthew Russell, M.D. Medical Program Director

February 6, 2025

Board of Commissioners  
Town of La Conner

**Re: Replacement EMS Interlocal Agreement for 2025-2030 Levy Cycle**

Dear Commissioners,

As you know, Skagit County voters approved a renewal of the county-wide EMS levy in the April 2024 Special Election for 2025-2030. We have been working diligently since September 2024 to update the EMS interlocal agreement between Skagit County and the first responder fire districts/towns and collect and address comments and feedback. I recognize and apologize for the gap between the previous agreements ending and the new agreement beginning. Rather than individual agreements, for consistency, we decided to construct one joint agreement between all the first responder fire districts/towns and the county. Legal review on both sides took longer than I had anticipated but it is my intent to back-date the execution date of the new agreement to January 1, 2025.

The revised agreement has been reviewed and approved by county legal as well as by Brian Snure/Snure Law and Richard Davis/CSD Law. Attached you will find a copy of the revised interlocal agreement for your review and a signature page for your agency. If you have any questions about the agreement, please feel free to reach out to me. Otherwise, please return to me your agencies signed signature page and a copy of your proof of insurance as soon as possible. We will compile these and route them for the Board of County Commissioners to sign and return a fully executed copy of the agreement to you.

Please note that part of the new agreement is a budgeted replacement of AEDs that were purchased by the County in 2013 and transferred to the districts/towns in 2019. Once the new agreement is executed by your agency, we will provide you with a quote from Zoll and ordering and reimbursement instructions for the number of AEDs you are allocated. Once your new devices arrive, we would be happy to assist with configuration of settings and will provide any familiarization training needed for your personnel. Exhibit C of the revised ILA specifies how many devices your agency received in the 2019 transition and how many replacements will be reimbursed in 2025. Please note that the pricing provided by Zoll under state contract will likely go up in April so the sooner you can order your replacement devices, the better.

Thank you for your partnership, I look forward to continuing to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read "JP".

Josh Pelonio, Director  
Skagit County EMS  
[joshp@co.skagit.wa.us](mailto:joshp@co.skagit.wa.us)  
360-416-1834



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

3/27/2025

Ref#: 16112

[www.wciapool.org](http://www.wciapool.org)

Skagit County Emergency Medical Services  
Attn: Josh Pelonio  
2911 E College Way Suite C  
Mount Vernon, WA 98273

Re: Town of La Conner  
Interlocal Cooperative Agreement for First Response Emergency Medical Services

#### **Evidence of Coverage**

The Town of La Conner is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the Town of La Conner. The contractual liability coverage provides that WCIA shall pay on behalf of the Town of La Conner all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Roscoe'.

Rob Roscoe  
Deputy Director

cc: Maria DeGoede