



**2023-2024 AGREEMENT
EMERGENCY MEDICAL SERVICES
between
CITY OF ABERDEEN
and
CITY OF COSMOPOLIS**

THIS AGREEMENT is between the City of Aberdeen for its Fire Department (“Aberdeen”), a Washington municipal corporation, and the City of Cosmopolis (“Cosmopolis”), a Washington municipal corporation.

Cosmopolis hereby retains Aberdeen provide the services described below, specifically advanced emergency medical services. Any inconsistency between this Agreement and the Scope of Work will be resolved in favor of this Agreement. Aberdeen will perform the Work according to the terms and conditions of this Agreement.

TERMS AND CONDITIONS:

1. Scope of Work - Emergency Medical Services.

1.1 Respond to emergency medical calls. Aberdeen agrees to respond to emergency medical calls within the city limits of Cosmopolis. Aberdeen shall perform all necessary services in regard to responding to any such call.

1.2 Prior right for service. The services provided by Aberdeen shall be subject to the prior right of Aberdeen to the use of any and all EMS personnel and equipment for the purpose of responding to EMS calls within the corporate limits of Aberdeen and its other service areas.

1.3 Level of Response. 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 Cosmopolis at the time information is received, that a medical emergency exists in said areas, the appropriate Aberdeen equipment needed to respond, and the amount and type of equipment which may be spared from Aberdeen at the time.

1.4 Discretion. Aberdeen’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 Aberdeen or such individual.

2. Compensation.

2.1 Base Compensation. Cosmopolis shall pay a monthly availability charge equal to the City of Aberdeen's monthly EMS availability fee for each non-exempt utility user classification. Cosmopolis shall provide documentation showing the number of utility users within its jurisdiction within 5 days of the commencement of this Agreement and then by October 1st of each year for the following year.

2.1.1 Availability fee changes. In the event that Aberdeen increases or decreases the EMS availability fee, Aberdeen will notify Cosmopolis in writing of the change with a minimum of 30 days notice.

2.2 Additional compensation - patient transportation. In addition to the emergency medical response described above, in the event of transportation of individual EMS patients by Aberdeen, Aberdeen may charge Cosmopolis at the current rates adopted by the Aberdeen City Council.

2.3 Invoices and due dates. Aberdeen will invoice Cosmopolis the monthly EMS availability fee on or about the first day of each month, and those invoices are payable within 30 days of receipt of the invoice.

3. Term. The term of this agreement will be July 1, 2023 through December 31, 2024, unless sooner terminated as provided in this Agreement.

3.1 Termination for Cause. This agreement may be terminated for cause for violation of any material term of this agreement. Any violation of the other provisions of this Contract must be corrected. Written notice of contract violation will be provided to the offending party who will have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause. In lieu of terminating this contract, the parties may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time.

3.3 Termination for Convenience. Either party may terminate this contract with ninety (90) days written notice.

3.4 Effect of Termination. Termination does not affect amounts earned up to the effective date of termination.

4. Nondiscrimination. Neither the Consultant nor any person acting on behalf of the Consultant will not by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of

any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

- 5. Indemnification.** The parties will indemnify each other against actions, liabilities, loss, damages and expenses resulting from injury or death of any person or loss of or damage to any tangible real or tangible personal property to the extent that such injury, death, loss or damage is proximately caused by the indemnifying party's negligent act or omission or intentional misconduct or that of its agents, employees or subcontractors in connection with the performance of its obligations under this Agreement, provided that the indemnifying party has been notified in writing as soon as practicable of any such claim.

 - 5.1 No third party beneficiaries.** It is expressly understood and agreed that neither Aberdeen nor any of its officers, agents or employees shall be liable in damages to Cosmopolis 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.
 - 5.2 Workers Compensation Limited Waiver of Immunity.** It is specifically understood that the indemnification provided constitutes the waiver of the parties' waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause will survive the termination or expiration of this agreement and will continue to be in effect for any claims or causes of action arising at any time.
- 6. Insurance.** Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance, or lack thereof, of insurance and/or self-insurance shall not limit the liability of any party.
- 7. Modification.** No waiver, alteration or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the authorized representatives of the parties as identified in Section 10 of this Agreement.
- 8. Independent Contractor.** Nothing in this Agreement shall construe Aberdeen or any of its employees or agents to be the employees, agents, or representatives of Cosmopolis. Aberdeen shall be an independent contractor and shall have

responsibility for and control over the details and means for performing the work described herein.

- 10. Written Notice.** All communications regarding this Agreement will be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice will become effective as of the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address specified in writing:

CITY OF ABERDEEN
200 East Market Street
Aberdeen, WA 98520
Attn: Fire Chief
Tel: (360) 537-3262

CITY OF COSMOPOLIS
PO Box 2007
Cosmopolis, WA 98537
Attn: Mayor
Tel: (360) 532-9230

- 11. Nonwaiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances will not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same will be and remain in full force and effect.
- 12. Attorney's Fees, Governing Law and Venue.** In the event of any litigation arising out of this Agreement, the prevailing party will be reimbursed for reasonable attorneys' fees from the other party. This Agreement will be governed by and construed in accordance with the laws of the state of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement will be in Grays Harbor County Superior Court.
- 13. 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.
- 14. 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.

THE PARTIES have executed this Agreement on the _____ day of _____,
20____.

CITY OF ABERDEEN

CITY OF COSMOPOLIS

Pete Shave, Mayor

Kyle Pauley, Mayor

Attest:

Attest:

City Clerk