Stanwood Camano School District

TO:	BOARD OF DIRECTORS
FROM:	STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES
SUBJECT:	NORTH COUNTY FIRE/EMS SERVICE AGREEMENT
DATE:	SEPTEMBER 17, 2019
TYPE:	ACTION NEEDED

Attached is a service agreement with the North County Regional Fire Authority (NCRFA) to provide standby emergency medical services at football games held in the school district. The agreement clarifies the duties of the NCRFA when it provides such services. There is no charge for this service.

RECOMMENDATION:
We recommend the board ***move to approve the attached service agreement with North County Regional Fire Authority for standby emergency medical services.***

North County Fire/EMS
Special EMS Service Program

North County Regional Fire Authority (NCRFA) "North County Fire/EMS" understands the importance of providing EMS services during special events or community programs. The enclosed Special EMS Service Agreement must be utilized in order to arrange any special EMS coverage by NCRFA.

Special EMS Services differ depending on the organization requesting (government vs. business vs. nonprofit) services and the contents of the enclosed agreement should be carefully reviewed and completed depending on the nature of your event and hosting organization.

In order for any organization or governmental entity to request special standby services from NCRFA, the enclosed agreement must be requested, completed, signed and returned to NCRFA at least 72 hours prior to start of any single occurring special event. Extended events, multi-day events, or large events requiring special EMS services beyond one ambulance should be arranged and this agreement returned to NCRFA at least fourteen (14) days prior to the start of the event.

Although North County Fire/EMS will make every effort to provide the level of service requested, no specific level of service or coverage can be guaranteed due to the nature of EMS services and the fact that the first priority of NCRFA is always response to 911 calls made by NCRFA Citizens. Please read the enclosed agreement carefully for details.

North County Fire/EMS always seeks to provide the best EMS services to citizens and those requesting special services and we always welcome feedback should you have any questions or concerns.

To complete the process of requesting special standby services from North County Fire/EMS, please accurately complete the enclosed agreement and submit it to NCRFA before applicable deadlines.

You may return completed and signed agreements to:

Email: **kcasey@northcountyfireems.com**

Fax: **360-652-3166**

Mail: North County Fire/EMS
8117 267th St NW
Stanwood, WA 98292

North County Fire/EMS
Special EMS Service Program

THIS AGREEMENT, entered into this 12th day of September, 2019_____

by and between North County Regional Fire Authority (NCRFA) and

STANWOOD-CAMANO SCHOOL DISTRICT_____(SERVICE USER).

WHERAS, "SERVICE USER" is desirous of contracting for special EMS services; and WHERAS, "NCRFA" is willing to provide such services under the terms set forth herein; NOW , THEREFORE, it is agreed as follows:

1. "NCRFA" Agrees to provide the following marked special service(s) to the "SERVICE USER" named above:

   _____A. DEDICATED EMS AMBULANCE STANDBY
   Available to ANY "SERVICE USER"
   Standby ambulance service, meaning an ambulance with two medical technicians will locate themselves at a function or event and will remain dedicated to that event, and will not be available for other routine EMS calls in the area. Dedicated standbys are subject to the availability of "NCRFA" crews and resources, see item #3 for additional details. The fee for this service is $155.00 per hour or any part thereof with a minimum charge of two (2) hours.

   _x_ B. NON-DEDICATED EMS AMBULANCE STANDBY
   *This option is **ONLY** available to **NONPROFIT AND GOVERNMENTAL** "SERVICE USERS" (refer to item #7 for additional details)*
   Standby ambulance service, meaning an ambulance with two medical technicians, will locate themselves at a function of event but will remain available for EMS calls in the area. If the ambulance is dispatched to another EMS call, a replacement ambulance/crew will be routed to the events as soon as possible, but consistent event coverage is not guaranteed and gaps in coverage may occur. There is no fee for this service.

2. "NCRFA" Agrees to provide the above marked special service(s) to the "SERVICE USER" named above for the dates, times, and locations specified in the "STANDBY AND USER INFORMATION SECTION."

3. **Due to the call volume of the North County Fire/EMS, Dedicated Standby Services are subject to the availability of off-duty crews and spare ambulance units. In addition, even if a "SERVICE USER" requests and agrees to the conditions of Dedicated Standby Services, certain extreme, catastrophic, or immediate life-threatening emergencies may still require "NCRFA" to utilize the technicians/ambulance assigned to the Dedicated Standby. If this occurs during a scheduled Dedicated Standby (with this AGREEMENT in place), and a lapse of onsite EMS coverage occurs, another ambulance/crew will be immediately routed to the event as soon as possible, and all fees associated with this AGREEMENT will be waived.**

4. Upon completion of Dedicated Standby Services, "NCRFA" will bill "SERVICE USER" for all costs associated with this agreement and "SERVICE USER" agrees to pay all fees within 30 days of invoice receipt.

5. "NCRFA" reserves the right to refuse any Special Services Agreement submitted by "SERVICE USER" less than 72 hours prior to the start time of requested Dedicated Standby Services event.

6. "SERVICE USER" agrees to pay $155.00 in addition to hourly standby fees for any event for which the request for Dedicated Standby Services was received by "NCRFA" less than 72 hours prior to the start time of the request Dedicated Standby Services event.

7. **If the "SERVICE USER" is entering into this agreement as a NONPROFIT organization AND requesting a NON-DEDICATED STANDBY, a copy of the "SERVICE USER" organization's IRS Determination Letter MUST be attached to this agreement to qualify for waived fees. Governmental agency confirmation will be conducted by "NCRFA" before any "SERVICE USER" filing as such will be provided service by "NCRFA" for waived fees.**

8. The parties agree that commercial service/for profit events and users are not eligible for non-dedicated standby (no fee) services and the "SERVICE USER" will be billed, and agrees to pay, for special EMS services following the conclusion of the event.

9. This Agreement shall begin upon approval of this document and shall terminate at the conclusion of the requested service performed. This Agreement may be cancelled by either party by giving 48-hours advance notice. Cancellation of event or requested service with less than 48 hours notice, for which "NCRFA" incurred costs for either supplies or personnel, the "SERVICE USER" agrees to pay for actual time the EMS unit was dedicated (including travel) and/or for one hour of time, whichever is greater.

10. Nothing herein shall be construed to create a higher standard of care on the part of "NCRFA" than generally recognized under the laws of the State of Washington for EMS services.

11. The charges provided for herein reflect only those charges associated with making EMS services more readily available to the "SERVICE USER". The normal charges for care and transportation of patients will be the responsibility of the patient.

12. "NCRFA" shall supply an EMS unit with the necessary equipment, tools, materials, and/or supplies as outlined by the Washington State Department of Health to accomplish the job agreed to be performed unless otherwise agreed in writing.

13. The "SERVICE USER" agrees to provide a means of shelter from the environment sufficient enough to perform the requested service and sanitation provisions for the "NCRFA" personnel if the situation deems necessary.

14. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the "SERVICE USER" on behalf of the "NCRFA" personnel. "NCRFA" personnel shall not be treated as employees of the "SERVICE USER" with respect to the services performed hereunder for federal or state tax purposes.
15. "NCRFA" personnel providing the requested service shall not be charged for admission or entry fee to the event for which they have been requested.

16. North County Regional Fire Authority provides workers compensation and liability insurance for its employees and volunteers that render services in the course of their duty with "NCRFA" and in accordance with North County Regional Fire Authority policies and procedures.

17. **RELEASE OF LIABILITY:** "SERVICE USER" agrees to hold "NCRFA" harmless for any damages or liability whatsoever arising out of any acts or omissions of the "NCRFA" personnel, or anyone else working under or with the "NCRFA" personnel.

18. **NON-WAIVER:** The failure of either party to exercise any of its rights under this Agreement for breach thereof shall not be deemed to be a waiver of such rights or waiver of any subsequent breach.

19. **NO AUTHORITY TO BIND NORTH COUNTY REGIONAL FIRE AUTHORITY:** "NCRFA" personnel have no authority to enter into contracts or agreements on behalf of North County Regional Fire Authority. This agreement does not create a partnership between the parties.

20. **DECLARATION BY "SERVICE USER":** "SERVICE USER" agrees to comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work performed under this agreement.

21. Any notice given in connection with this Agreement shall be given in writing. Verbal notice may be given in conjunction with written notice when time does not permit adequate notice of a cancellation of the requested service or change in any part of this Agreement. Verbal notice may only be accepted by the Fire Chief or Designee.

22. **ASSIGNABILITY:** This Agreement may not be assigned, in whole or in part, by "SERVICE USER".

23. **CHOICE OF LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Washington

24. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties.

25. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

26. **AMENDMENTS:** This Agreement may be supplemented, amended or revised only in writing by Agreements of the parties.

North County Fire/EMS
Special EMS Service Program

STANDBY AND "SERVICE USER" INFORMATION

The following "SERVICE USER" information will be used by NCRFA for scheduling and billing for services.

Name/Title of Event: STANWOOD HIGH SCHOOL FOOTBALL GAMES

EVENT OCCURANCE 1

Date: SEE ATTACHED SCHEDULE **Start Time:** _____ **End Time:** _____

Location: _____

EVENT OCCURANCE 2 *(if applicable)*

Date: _____ **Start Time:** _____ **End Time:** _____

Location: _____

(If request is for more than 2 event occurrences attach additional details to agreement)

Organization Name: STANWOOD-CAMANO SCHOOL DISTRICT

Primary Contact Person's Name: TOM WILFONG, ASSSITANT PRINCIPAL, ATHLETIC DIRECTOR

Mailing Address (for billing): 26920 PIONEER HIGHWAY

City: STANWOOD **State:** WA **Zip Code:** 98292

Phone #: 360-629-1200 **Phone # day of event (if different):** CELL 360 965-8230

Email Address (if available): SLIDGARD@STANWOOD.WEDNET.EDU

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first noted above.

"SERVICE USER"	"NCRFA"
STEVE LIDGARD	Kate Casey
Printed Name	Printed Name
_____	Katie Casey
Signature	Signature

Stanwood High School
Home Football Schedule
2019

Friday, September 13th	7:00	Marysville Gethcell HS
Friday, September 20th	7:00	Arlington HS
Friday, October 19th	7:00	Squalicum (Homecoming)
Friday, November 1st	7:00	Crossover game