

CITY OF RENTON  
FIRE DEPARTMENT  
AGREEMENT OF  
UNDERSTANDING FOR  
DISPATCHING OF  
AMBULANCE FIRMS

This agreement shall be for a period of one (1) year, beginning May 1, 2007 through April 30, 2008 provided, however, that the agreement shall be renewed from year to year unless written notice of termination of the agreement or withdrawal by either party is given thirty (30) days prior to the termination date or there is a change in ownership of Rural Metro of Greater Seattle, Inc. d/b/a Rural Metro Ambulance.

THIS AGREEMENT IS FOR REFERRAL OF CALLS FOR AMBULANCE SERVICES ON A ROTATION LIST. IT IS NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO CREATE A RELATIONSHIP OF AGENT, SERVANT, EMPLOYEE, PARTNERSHIP, JOINT VENTURE OF ASSOCIATION BETWEEN THE CITY OF RENTON AND THE AMBULANCE COMPANY. FURTHER, THIS AGREEMENT IS NOT INTENDED TO CONFER ANY BENEFITS ON ANY OTHER PARTIES AND THEREFORE NO OTHER OR THIRD PARTY SHALL BE ENTITLED TO RELY ON THE TERMS OF THIS AGREEMENT OR ANTICIPATE RECEIPT OF ANY BENEFITS AS A RESULT OF THE PERFORMANCE OF THIS AGREEMENT.

Submissions of executed agreement and supporting insurance forms and other documents, including a copy of state licenses for currently operating firms, must be provided to the City of Renton Fire Department. All correspondence and inquiries should be directed to Chief I. David Daniels.

1. Parties

This agreement is entered into by and between the City of Renton, a municipal corporation, and Rural Metro Ambulance.

2. Recital

The Renton Fire Department provides rapid initial response and field life support for medical emergencies within the Renton Fire Department service area. Ambulances will be dispatched by their position on a rotation list at Valley Communications Center. The patient and/ or a responsible relative on location may request an ambulance of their own choice. The Renton Fire Department, however, will not be a party to the agreement to transport between patient and Rural Metro Ambulance.

3. Consideration

In consideration for placement on the Renton Fire Department ambulance rotation list, Rural Metro Ambulance agrees to provide such transport services consistent with the terms of this Agreement. In placing Rural Metro Ambulance on its rotational list, it is understood and agreed that the Renton Fire Department retains the right to and may elect to name an Ambulance Company as its primary response agency and call on other Ambulance Companies on the rotational list when the primary agency is unavailable or when Renton Fire Department, in its sole discretion, determines it would be advantageous to do so.

#### 4. Response Time Requirements

4.1 Rural Metro Ambulance shall provide for dispatch of its vehicles when notified by Valley Communications Center. The Ambulance Company shall notify Valley Communications Center where the unit is responding from.

4.2 At all times in the geographic area served by Renton Fire Department, Rural Metro Ambulance shall not exceed an average response time of ten (10) minutes for all responses dispatched by Valley Communications Center. Response time shall be calculated from the time the Ambulance Company receives a call from Valley Communications Center to on-location time.

4.3 Should Rural Metro Ambulance response time performance fail to meet the standards herein, Renton Fire Department may terminate its agreement with Rural Metro Ambulance upon written notice. If Rural Metro Ambulance fails, on a monthly basis, to respond to all calls with an average response time of ten (10) minutes, Rural Metro Ambulance shall be deemed to have failed to meet the standards set out herein.

4.4 Rural Metro Ambulance shall provide to the Renton Fire Department a monthly run sheet for all Renton Fire Department responses that identifies response times for each incident. Said run sheet shall provide the information set out in the exhibit attached hereto as Exhibit A.

4.5 It is understood that unusual circumstances can occur and produce response times that exceed the aforementioned standard. These shall include, but not be limited to natural disaster, or unusual periods of high demand upon the dispatch and response system. Any such unusual circumstance must be documented by Rural Metro Ambulance.

4.6 Rural Metro Ambulance may appeal a decision to terminate this agreement by giving written notice to the Fire Chief within fourteen (14) days of receipt of notice of Renton's Intent to Terminate. Such appeal will be decided by the Fire Chief of the City or Renton or his/her designee. Rural Metro Ambulance must show compliance with the terms herein on a more probable than not basis at the appeal. Final determination of whether or not Rural Metro Ambulance will remain on the rotation list rests within the Renton Fire Department.

#### 5. Standards for Service

5.1 State and local rules, regulations and standards relating to the operation of emergency ambulances must be met at all times. It is the responsibility of Rural Metro Ambulance to guarantee acceptable medical performance and personal behavior of its employees.

5.2 All services furnished by Rural Metro Ambulance under this agreement shall be rendered in full compliance with all applicable Federal, State and local laws, rules and regulations.

5.3 If Rural Metro Ambulance fails to meet Renton Fire Department rules and regulations, local

and/ or State regulations and protocols governing ambulance operations, patient care guidelines, or any other provisions of this agreement, the ambulance company will be deemed in breach of the agreement and Renton Fire Department may terminate the agreement. Refer to Section 7.8

5.4 Rural Metro Ambulance will respond code yellow unless requested by Renton Fire department to respond code red. Rural Metro Ambulance will assume all liability for their employees and equipment as to the mode of responses.

5.5 Rural Metro Ambulance will provide to the Renton Fire Department a complete written list of charges for services. All changes in charges for services must be provided to the Renton Fire Department in writing prior to imposition of those charges.

## **6. Equipment Maintenance**

6.1 Rural Metro Ambulance shall be solely responsible for furnishing all equipment and parts for the maintenance of vehicles, on board equipment, and facilities used by the Ambulance Company in performance of its work

6.2 All equipment must meet and comply with all standards established by Washington State and King County Emergency Medical Services.

6.3 Rural Metro Ambulance shall be responsible for its radio system, channel selection, securing, authorization for use, and the proper operation of the radio system.

## **7. Miscellaneous**

7.1 Rural Metro Ambulance is required to staff a unit and maintain a quarters within the boundaries of the Renton Fire Department service area on a 24 hour basis.

7.2 The ambulance crew shall report to the Renton Fire Department official in charge upon arrival on location, and then wait for instructions from that individual.

7.3 Rural Metro Ambulance may continue to respond to private calls for transportation within the Renton Fire protection area. However, if the incident involves life-threatening, potential life threatening, or other serious medical emergencies, Rural Metro Ambulance shall promptly advise Valley Communications Center for dispatch of emergency Renton Fire Department units.

7.4 Rural Metro Ambulance shall not refuse to transport any person, when such person is determined by the Renton Fire Department official in charge, who falls under the category of life threatening, potentially life threatening, or other serious medical emergencies in the Renton Fire protection area. Charges for services shall be made only to a patient actually transported.

7.5 Rural Metro Ambulance shall transport a patient to the nearest hospital capable of providing emergency medical services, or to a hospital of the patient's choice. If a specific hospital is designated by a police, fire or medic official at the scene of the emergency, the ambulance service shall transport the patient to that facility. All patients in life-threatening or potentially life threatening, or other serious medical emergencies shall be transported to area hospitals by Fire Department aid units, medic units, or ambulances as determined by the Renton Fire Department official in charge of the incident.

7.6 Nothing in this agreement shall constitute a restriction on the ability of a Renton Fire Department official in charge to determine that a patient should be transported by Renton Fire Department aid car.

7.7 The Chief of the Renton Fire Department reserves the right to immediately remove any ambulance company from the rotation list for failure to comply with any part of this agreement as detailed in section 7.8 below, or for other material breach of this agreement. Rural Metro Ambulance will be notified in writing as to the date and time of removal and a date and time for a hearing on the reason for removal.

7.8 Items which could remove a company from the rotation list include, but are not limited to the following:

7.8.1 Any violation of codes, laws, or licenses required by the City of Renton and King County Emergency Medical Services, or the State of Washington.

7.8.2 Unauthorized use of or monitoring of the fire channel for monetary gains.

7.8.3 Repeated failure to respond to a request for services due to, but not limited to: equipment out of service, unsafe equipment, equipment staffed with uncooperative and/or unqualified personnel, or equipment unavailability.

7.8.4 Failure to notify Valley Communications Center of life threatening, potentially life threatening or other serious medical emergencies in the Renton Fire protection area.

7.8.5 Refusal to transport a patient under Section 7.5.

7.8.6 Charges for services not required

7.8.7 Repeated failure to arrive within the response time as stated in Sections 4.2 and 4.3.

7.8.8 Meritorious complaints from the public or other emergency personnel for impolite, discourteous, uncooperative or unprofessional conduct.

7.8.9 Unsafe action by company personnel when responding to or at the location of a call.

7.8.10 Any material violation of the terms of this agreement.

7.8.11 Charging for services not rendered or charges for services rendered by the Renton Fire Department. (This will result in immediate notice for removal from rotation.)

7.8.12 Imposing charges for services in excess of the market rates.

## **8. Insurance**

8.1 Rural Metro Ambulance shall maintain insurance as required by the Federal, State and King County Emergency Medical Services.

8.2 Rural Metro Ambulance will maintain vehicle and general liability insurance for a minimum amount of \$1,000,000 per occurrence. The City of Renton will be named as an additional insured as a primary non-contributory basis.

## **9. Liability**

9.1 During the period of this agreement, Rural Metro Ambulance shall immediately notify Renton Fire Department in writing of any and all claims, accidents and or incidents, which might give, rise to litigation arising out the ambulance company's operation pursuant to this agreement. All notices required by this agreement shall be sent to the addresses indicated herein, unless the parties give written notice of a change of address.

9.2 Rural Metro Ambulance hereby indemnifies and holds harmless Renton Fire Department and it's agents. Employees and elected officials against all claims, including third party claims, damages, losses and expenses, including attorney's fees, arising or resulting from the ambulance company's operations pursuant to this agreement, or otherwise caused by any negligent act or omission of the Ambulance Company, or any subcontractor, or anyone directly or indirectly employed by the Ambulance Company or subcontractor. PROVIDED, however, that the City shall be responsible for its sole negligence. For the purposes of this section, each party waives the protections and immunities of Title 51 RCW. This section has been negotiated between the parties.

9.3 The City of Renton shall not have liability for Rural Metro Ambulance transportation of the patient, or cost incurred by the Ambulance Company whether or not they transport.

## **10. Assignment**

Rural Metro Ambulance shall not assign any portion of the agreement or the services rendered hereunder without the written consent first obtained from Renton Fire Department. Any assignment made contrary to the provisions of this agreement shall serve to terminate the agreement at the option of the City and shall not convey any rights to the assignee.

## **11. Competition**

Rural Metro Ambulance shall not utilize this agreement in any way to compete unfairly with other companies providing private ambulance services. Renton Fire Department is not endorsing one ambulance service over another and Rural Metro Ambulance shall not advertise or otherwise represent this agreement as constituting such an endorsement.

## 12. Non-Discrimination

Rural Metro Ambulance shall comply with all Federal, State and local laws and ordinances prohibiting discrimination with regard to age, sex, race, color, creed, national origin, or physical or mental handicap.

## 13. Entire Agreement

The parties agreed that this Agreement is the complete expression of the terms 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. Failure to comply with any of the provisions stated herein shall constitute material breach of agreement and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

RURAL METRO AMBULANCE

By: Michael Collins  
Authorized Representative

By: MICHAEL COLLINS

6405 213<sup>rd</sup> St. SW, Suite 201  
Mailing Address

MOUNTLAKE TERRACE, WA 98043  
City State Zip

425 744-8735 425-771-3576  
Telephone Number Fax Number

CITY OF RENTON

By: I. David Daniels  
I. David Daniels, Fire Chief  
City of Renton Fire Department  
6<sup>th</sup> Floor  
1055 South Grady Way  
Renton, WA 98057  
(425) 430-7000  
FAX: (425) 430-7044



**ENDORSEMENT NO. 5**

**This endorsement, effective 12:01 AM: June 13, 2007**

**Forms a part of policy no.: 6794076**

**Issued to: RURAL METRO CORPORATION**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED ENDORSEMENT**

**This endorsement modifies insurance provided by the policy:**

**Section II. WHO IS AN INSURED of the HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART and II. WHO IS AN INSURED of the HEALTHCARE GENERAL LIABILITY COVERAGE PART are amended by adding the following:**

Any person or organization to whom you are obligated by virtue of a written contract to provide indemnification or insurance as afforded by this Policy, but only with respect to liability arising out of operations conducted by you or on your behalf.

In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional insured.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any occurrence or medical incident which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or suit being denied.

All other terms, conditions and exclusions of the policy remain unchanged.

MNSCPT (06/07)

  
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Authorized Representative  
or countersignature (where required by law)